



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
AMENDMENT # 2
RFP # 317.03-134

December 2, 2005

The subject RFP is hereby amended as follows.

A. The following RFP Schedule of Events updates or confirms scheduled RFP dates.

EVENT	TIME	DATE	UPDATED/ CONFIRMED
1. State Issues RFP		October 21, 2005	CONFIRMED
2. Disability Accommodation Request Deadline		October 28, 2005	CONFIRMED
3. Pre-proposal Conference	10:00 a.m.	November 1, 2005	CONFIRMED
4. Notice of Intent to Propose Deadline		November 7, 2005	CONFIRMED
5. Written Comments Deadline		November 14, 2005	CONFIRMED
6. State Responds to Written Comments		December 12, 2005	UPDATED
7. Follow-Up Written Comments Deadline		December 19, 2005	UPDATED
7. State Responds to Follow-Up Written Comments		January 6, 2006	UPDATED
9. Proposal Deadline	2:00 p.m.	January 20, 2006	UPDATED
10. State Completes Technical Proposal Evaluations		February 17, 2006	UPDATED
11. Software Demonstrations		February 20 – March 10, 2006	UPDATED
12. State Opens Cost Proposals and Calculates Scores	3:00 p.m.	March 14, 2006	UPDATED
13. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	March 17, 2006	UPDATED
14. Contract Signing		March 31, 2006	UPDATED
15. Contract Signature Deadline		April 7, 2006	UPDATED
16. Contract Start Date		April 24, 2006	UPDATED

- B. IMPORTANT NOTE:** In accordance with RFP Attachment 6.11, Section 6.11.1, vendors may request a copy of the *Tennessee Information Resources Architecture* (the “*Architecture*”). Some vendors have already requested copies of this document. Since these early requests, minor changes have been made to the *Architecture*. Therefore, please be sure that you are using the *Technical Architecture* (Narrative and Standard Product List) copies dated 10/31/2005, and discard any previous versions.
- C. Informational Notice 1.** The State is in the process of revising the *pro forma* contracts. Most of the written comments regarding the contracts have been answered in Amendment # 2, Item E as “answer pending.” The State intends to answer all written comments by the Written Comments Deadline (see Amendment # 2, Item A), and has added a period for Follow-Up Written Comments.
- D. Informational Notice 2.** As Proposers should already be aware, Proposers must submit Exception Requests if they plan to use products that are not listed in the *Tennessee Information Resources Architecture* (the “*Technical Architecture*”) and designated as “Current”. This requirement also applies to the software that the vendor is proposing to provide the overall or primary system functionality, regardless of whether or not such software is directly owned by the Proposer. In other words, the core ERP software is by definition a non-State standard product, since it does not appear in the *Technical Architecture*, and therefore the Proposer must submit an Exception Request for it, in accordance with RFP Attachment 6.11, Section 6.11.6, as amended. If your company has not already submitted its core system Exception Request and any other pertinent Exception Requests, including all required supporting documentation (see Section 6.11.6.2.1), your company must do so by no later than the Follow-Up Written Comments Deadline (see Amendment # 2, Item A.)
- E. The following State responses to the questions detailed shall amend or clarify this RFP accordingly.**

	WRITTEN COMMENT	STATE RESPONSE
1	<p><i>RFP Section 5.2.1.2 states, “Each Proposer that submits a proposal that appears responsive to the RFP after the review in Section 5.2.1.1 will be invited to participate in a Software Demonstration. The dates allotted for the Software Demonstration are shown in Section 2, the RFP Schedule of Events. The State reserves the right to expand or reduce this timeframe, depending on the number of proposals being evaluated. Dates will be assigned in a random fashion as soon as practical after the Section 5.2.1.1 review is complete, and Proposers will be notified of their date assignments. Two weeks before the assigned date, the Proposer will receive a System Demonstration Script, agenda and instructions for conducting the demonstration. Each vendor will receive the same System Demonstration Script that was prepared by the State and filed with the Department of Finance and Administration, Office of Contracts Review (OCR) prior to receiving the proposals.”</i></p> <p>The RFP calls for two weeks to prepare for demonstrations. It is our experience that this is insufficient preparation time to support an optimal demonstration, particularly given the State’s functional requirements. The State would receive a more comprehensive and responsive demonstration if it would allow vendors four weeks to prepare for demonstrations. Will the State provide demonstration scripts four weeks in advance of the demonstration?</p> <p>Will all vendors have the same amount of preparation time after the scripts, agenda, and instructions are provided?</p>	<p>All proposers should be aware of the functionality to be demonstrated, as the requirements published as part of the RFP are the basis for the demonstration. The script will be drawn from a subset of these requirements.</p> <p>See Amendment # 2, Items O and P. The State has modified the time allowed for demonstration preparation from two weeks to three weeks. The State intends to stagger the release of the demonstration scripts so that all vendors have the same amount of time (i.e., three weeks) to prepare for their demonstrations.</p>

2	<p><i>RFP Section 5.2.3.7 states, "The Proposer may use its own computer to connect to a video projector to present a PowerPoint or demonstrate its software. A network connection to this computer will not be available."</i></p> <p><i>If the Proposer needs access to the Internet for its demonstration, then the Proposer must use the State-supplied laptop. No software can be loaded onto this laptop without prior written approval of the State.</i></p> <p>Our software demonstration environment is only available via the internet. Our virtual private network (VPN) will only allow remote access to the demonstration system via the internet from our computers. Will the State allow us to connect our laptop to the internet in the demonstration facility if we can show our McAfee scan logs (we do a complete scan every night), and show that we only need Port 80 for our VPN?</p>	The State is amending the requirements with regard to software demonstration equipment. Please see Amendment #2, Item V.
3	<p><i>RFP Sections 5.2.3.10 states, "The demonstration will be videotaped, and the vendor will be held accountable for statements made during the demonstration".</i></p> <p>Section 1.5.3 of the RFP states that <i>"Any oral communications shall be considered unofficial and non-binding with regard to this RFP."</i> Additionally, this statement was made again at the bidder's conference. Based on our application of the software accounting revenue recognition rules (American Institute of Certified Public Accountants' ("AICPA") Statement of Position ("SOP") 97-2, "Software Revenue Recognition," ("SOP 97-2")) <u>including the videotape as part of the software contract will not allow us to recognize any revenue from this contract.</u></p> <p>Is the State willing to apply the same standard regarding oral communications as noted above and agree that the videotape will not be included as part of the final contract? Will the State agree to sign the software vendor's standard disclosure agreement prior to the software demonstration being video taped?</p>	Answer pending.
4	<p>[Deleted] is proposing, contingent on approval of our exception to the State's Technical and Architecture standards, a training development tool that allows [Deleted] and the State to develop and maintain training materials on-line. The content can be transferred to WORD and printed in hardcopy. Is this acceptable?</p>	Without the name of the training development tool, the State cannot identify which exception request this question refers to. See the requirements for exception requests in RFP section 6.11.6, as amended, and resubmit in the Follow-Up Written Comments.
5	<p>Section 6.11.6.2.1. The proposed product must be commercially marketed and have been generally available for no less than twelve (12) months.</p> <p>Our proposed solution has been commercially marketed and generally available as a major Release (e.g. Rel. 3) for several years. However, new interim update versions of several components have become generally available within this past year (e.g., an upgrade from Rel. 3, v3.1 to v 3.2). As this most recent offering would be what the State would implement, will the State accept this latest version to meet the guidelines of this requirement?</p>	This question implies that an exception to standards is requested. However, since the product is not identified, the State cannot answer the question. See the requirements for exception requests in RFP section 6.11.6, as amended, and resubmit in the Follow-Up Written Comments.

6	<p>RFP Section 6.11.3.1.1 <i>Unix Environment Mandatory Components</i> identifies “Database Server Mandatory Components” including item 3. Software: Data Architecture/Data Storage/Database Management System – Oracle 10g AND RFP Section 6.11.1 Architecture indicates, “Failure to comply fully with mandatory requirements will result in the disqualification of the Proposal.”</p> <p>Our understanding is that compliance is required prior to the Go-Live for the HR/Payroll solution (Dec. 31, 2007) and that our team could commit to complying to Oracle 10g on this date as part of our proposal. Can the State confirm that this understanding is correct? If compliance to the Oracle 10g database version is required at proposal submission time, our team will not be in a position to submit a proposal. We believe it is in the best interest of the State of Tennessee to allow consideration of our ERP solution as one of the options to meet the State’s business requirements.</p> <p>The “<i>State of Tennessee Standard Products List</i>” (provided to our team through the RFP process) indicates that the Sub-Category “Database Storage,” Product Category “Database Management System” includes both Oracle 9i and 10g. We therefore respectfully request that the State permit vendors to propose the use of Oracle 9.i (9.2) or later. Can this waiver from the mandatory list be granted, along with permitting the necessary modifications to the table at 6.11.9.2 to add a row and include the Oracle 9i entry?</p>	<p>Oracle 9i has been added as an approved Database Management System.</p> <p>See Amendment # 2, Items Q and R for the updated 6.11.3.1.1 Unix Environment Mandatory Components and Amendment # 2, Item S for the updated 6.11.9 Proposed Software/Hardware/Communications Table.</p>						
7	<p>RFP Section 6.11.3.1 identifies standards for 3 major environments:</p> <ul style="list-style-type: none">• Unix• z/OS zSeries• Linux on zSeries <p>The State currently has identified standard software to work in the z/OS environment, which is not reflected for non-z/OS environments.</p> <p>RFP Section 6.11.6 indicates “...the State encourages vendors to propose solutions that utilize State standard products.” The “<i>State of Tennessee Standard Products List</i>” provided to our team through the RFP process contains a number of examples highlighting the inherent advantages of a z/OS environment from a standards perspective, including:</p> <table><tr><th>Architecture Sub-Category</th><th>Product Category</th></tr><tr><td>Output Management</td><td>Output Management</td></tr><tr><td>Data Maintenance</td><td>Job Management</td></tr></table> <p>Vendors proposing a non-z/OS solution will need to propose software at additional cost relative to the z/OS based solutions for at least these product categories.</p> <p>Will the State consider removing the cost of these Product Categories from the evaluation calculation approach in order to facilitate a fairer comparison of the State’s stipulated environment options or will the State establish State-standard software products comparable to those used in the z/OS environment for use by the Contractor?</p>	Architecture Sub-Category	Product Category	Output Management	Output Management	Data Maintenance	Job Management	<p>The State will not remove the cost of Product Categories where no standard is identified for an environment in the <i>Tennessee Information Resources Architecture</i>. The Proposal must include costs for all non-State standard software as described in RFP Attachment 6.5, Cost Proposal and Scoring Guide, Cost Proposal Schedule, final paragraph, as amended.</p> <p>See Written Comment # 180 regarding the identification of an anticipated State standard for Job Management in the Unix environment.</p>
Architecture Sub-Category	Product Category							
Output Management	Output Management							
Data Maintenance	Job Management							

8	<p><i>Our proposed ERP solution does not comply with a limited number of the “Mandatory Software, Hardware, and Communication Standards,” and would preclude our team from proposing what we believe should be considered seriously as an alternative to serve the needs of the State of Tennessee.</i></p> <p><i>The mandatory standards which apply are documented in RFP Section 6.11.3.1.1.</i></p> <p><i>Key areas of concern include [See table contained in Attachment 2]:</i></p> <p>Will the State allow the use of the components identified in the “Requested Exception” column above and allow these to be added to the Proposed Software/Hardware/Communications table in Section 6.11.9?</p>	<p>Regarding Oracle 9i , see Written Comment # 6.</p> <p>The State approves the use of SAP Web Application Server and SAP ABAP where they are required within the SAP product implementation. The mandatory State standard products listed in RFP Section 6.11.3.1.1 must be used for these functions outside of the SAP product implementation.</p> <p>The State approves the use of SAP Workflow where it is an inherit part of the SAP transaction. However, the State standard product, FileNet Business Process Manager, must be used for workflow needs outside of the embedded SAP workflow processing.</p> <p>Proposer may duplicate the applicable Product Category rows and add the SAP products as Approved Exceptions in the Proposed Software/Hardware/Communications Table.</p>
9	<p>Numerous questions have taken place within our camp regarding the following language contained within the RFP:</p> <p>The State has established mandatory requirements that must be met by all proposals submitted for evaluation. To qualify to submit a proposal, the Proposer must have completed, as the primary provider of implementation services, a state or local public sector implementation of an integrated ERP system (including integrated financial management, procurement and human resources / payroll functionality) for an organization with total expenditures (including state and federal appropriations) of at least \$12 billion and with at least 25,000 employees. Additionally, the proposed ERP software (including integrated financial management, procurement and human resources / payroll functionality) must be currently in production in a public sector environment in an organization with total expenditures of at least \$12 billion and with at least 25,000 employees.</p> <p>Could you shed some insight on the requirement that the proposed ERP software must be currently in production? Specifically, does this passage require the proposer reference sites (\$12B operating budget/25k employees) to be running the same version of software bid?</p> <p>Your assistance in providing timely clarification on this matter will be greatly appreciated.</p>	<p>The State previously issued Amendment # 1, Item F, which states:</p> <p>“At least one of the references for the Primary Software Vendor and at least one for the Proposer must be for an implementation of an ERP system (including integrated financial management, procurement and human resources / payroll functionality) that is in production for a U.S. state, county or city with total annual expenditures of \$12 billion or more (capital inclusive) and at least 25,000 employees. Note that the references described in the preceding sentence do not have to be for the version of the ERP software that the vendor is proposing...”</p> <p>“Furthermore, at least one of the references for the Primary Software Vendor must be from a public sector environment in which the proposed version of the ERP software (including integrated financial management, procurement and human resources / payroll functionality) is currently in production...”</p> <p>To clarify, the public sector requirement may be met with a city, county, or state government entity or public higher education institution.</p> <p>The Proposer and the Primary Software Vendor must each give at least one reference for an integrated solution (including integrated financial management, procurement and human resources / payroll functionality) at a public sector client that meets the size criteria as listed above. These references do not have to be using the version of the software that is being proposed.</p> <p>Also, the Primary Software Vendor must give at least one reference for a public sector client of any size using an integrated solution with the proposed version.</p> <p>See Written Comment # 42 for additional clarification.</p>
10	<p>[With regard to the Pre-Proposal Conference] Will the state require vendors to sign-in and subsequently make the sign-in sheet available to the public.</p> <p>This list allows all vendors to obtain name and contact information so we can form teams and offer the best proposals to the state.</p>	<p>The State has published a list of Pre-Proposal Conference Attendees on the following website:</p> <p>http://state.tn.us/finance/oir/pcm/rfps.html</p>

11	Thank you for the heads-up on this opportunity. We are a smaller company and would like to bid on this opportunity. Is there a list of vendors that attended the PRE-Bid Conference on Tuesday? If so, could you please send it to me? Thank you.	See Written Comment # 10 above.
12	We are interested in contacting some of the companies who are planning to bid on the ERP RFP. Have you sent the list of attendees at the pre-proposal conference on November 1 st ? I signed the attendee list, but my email address could have been misread. We would appreciate getting the attendee list when you send it out.	See Written Comment # 10 above. Note that signing the Pre-Proposal Attendees list does not substitute for submitting a Notice of Intent to Propose. If your company did not send a Notice of Intent to Propose by the deadline state in RFP Section 2, then your company will not receive notices and communications
13	Where might I find the sign in sheet for the ERP Vendors Conference?	See Written Comment # 10 above.
14	What standard equipment is available in the State's Training Facility? Laptops? Projectors? Etc? If additional equipment is needed, is it a State responsibility?	Contract Attachment B, Section B.5.2, states, "The Contractor should assume that the State will provide appropriate training facilities for project team, technical team, end user and executive training. Project team and technical team training may occur at a site other than a State facility. The Contractor shall not include any facility costs associated with training end users and/or executives." The vendor may assume that "facility costs" includes equipping the rooms, therefore, the State is providing the equipment for training rooms.
15	RFP does not designate who is responsible for the tasks in A.22.a.8 , A.22.a.9, A.27.a.8?	Please refer to the Responsibility Matrix for each section, in Contract Sections A.22.b and A.27.b. The Contractor shows as accountable for each of the listed sections.
16	The RFP states several times that the State will be responsible for Change Management activities and the Contractor must provide one full-time Change Management Manager for <u>guidance</u> in this area. However, the Contractor is marked as "Accountable" on the Responsibility Matrix. This appears inconsistent.	Answer pending.
17	E.22 Is "Hours" project business hours or consecutive hours? (Within 48 hours)?	Answer pending.
18	Is the State willing to negotiate the Deliverable Payment Schedule? The back end weighted payments in addition to the 15% retainage seems onerous. A payment schedule more in line with the staffing/resource plan is recommended.	Answer pending.
19	Is the State willing to entertain paying the software vendor directly eliminating the need for proof of payment from the Prime contractor?	Answer pending.
20	Invoice Reductions: please provide an explanation or an historical example of the State invoking invoice reductions per C7.	A typical example would be the reduction of an hourly work invoice if an audit by the State determined that the time had been overstated. However, there could be other reasons why the State would invoke this clause.
21	C.10.a and C.1 b and Payment Schedules. The durations (60 days) noted in c.10.a does not appear to be in sync with the duration on the Payment Schedule for HR/Payroll. The duration for c.10.b and the Payment Schedule for Fin/Logistics appear to be in sync. Which is correct?	Answer pending.

22	<p>In Section A.6.e on page 28 of the RFP and in Section C.3.a on page 105 of the RFP, the State indicates it will reimburse the Contractor for payments made to the Primary Software Vendor, though in Section A.6.d on page 28 the State also indicates it will sign a direct licensure agreement with the Primary Software Vendor. Would the State consider making payments directly to the Primary Software Vendor to eliminate the costly and burdensome “middleman” role for the Contractor, enabling the Contractor to avoid the need to advance the payment on behalf of the State? The referenced reimbursable payment are significant amounts.</p>	Answer pending.
23	<p>Acceptance Testing is described in Sections A.29.a.1.3 through A.29.a.4 on pages 73-74 of the RFP, and System Acceptance is described in Section A.32 on page 79 of the RFP. Does the State agree with the following principles:</p> <ul style="list-style-type: none"> a. The acceptance criteria for each Phase will be mutually developed and agreed upon by the State and the Contractor. b. There will be two separate sets of acceptance criteria for the two Phases of the Scope of Work. c. Acceptance of each Phase is independent of the other Phase, and the Retention for each Phase will be released upon final acceptance of that Phase. d. The individual items on the System Checklist in Section A.32 on page 79 of the RFP will be completed on an ongoing basis during the first ninety days, not all at once at the end of the ninety days. 	Answer pending.
24	<p>The standards of performance and the liquidated damages in Section A.33 are located on pages 80-81 of the RFP. Does the State agree that these terms will be more carefully defined during contract negotiation, including better descriptions of the standards of performance and relief from liquidated damages where the sub-par performance arises from the State’s failures? Would the State entertain introducing “severity levels” into the performance standards, attaching more significance to critical failures than non-critical failures? Finally, will the State more clearly define the period of performance for each performance standard? For example, How many payroll pay cycles are required to be executed successfully before the Contractor is released from the "Failure to produce accurate payroll ACH/Checks accurately and on-time" performance criteria.</p>	Answer pending.
25	<p>The warranty language in Section A.34 is abbreviated. Does the State agree the warranty will be further delineated during contract negotiation to better define the warranty standards of performance, e.g. is the legacy system the benchmark of performance, allowances for sub-par performance arising from the State’s failures, etc?</p>	Answer pending.
26	<p>In the payment provisions in Section C, beginning on page 84 of the RFP, does the State agree that payments for change orders requested by the State are not included in the maximum liability and are separate and apart from the “entire compensation” listed in the Deliverable Payment Schedule?</p>	Answer pending.

27	In the Deliverable Payment Schedules in Section C, beginning on page 85, will the State consider revising the milestones and payment amounts to more closely align payment amounts with the quantity or percentage of work completed?	Answer pending.
28	Repeating or rephrasing a question from No. 2 above, in the Retention language in Section C 10 on page 89, will the State permit two separate retention amounts for the two different phases, permitting release of one retention amount if the Phase is completed and the work is accepted even if acceptance testing is still ongoing for the other Phase?	Answer pending.
29	C.a.2.6. Section 6.10.2.2.6. Module Descriptions. We request that the State allow the Module Description tables to fall outside the page limitation for this section. This would allow vendors to respond in more detail without concern that these tables take up a high percentage of the total page allotment.	As stated in 6.10.2.2.6, each module description is limited to one page, and these descriptions are included in the total page count for this section.
30	Proposal Format. Instructions to C.a.1. Executive Summary, specify a minimum of 10 point type. Are we correct in understanding that this type size specification does not apply to the other sections of the proposal response? If 10-point minimum <u>is</u> required for the entire proposal response, will the State allow a smaller point size for graphics, tables and other artwork, e.g., 8 point?	The point size specification refers only to the text of the Executive Summary, and does not apply to artwork or any other sections of the response.
31	<i>In RFP Section A.4, the State describes the implementation timeline as follows:</i> <i>Timeline. The State of Tennessee intends to implement the selected ERP software in two phases:</i> <i>Phase I – Human Resources / Payroll functionality</i> <i>Phase II – Financials, Procurement, and Logistics functionality</i> <i>The expected timeline for the Implementation phase of the Edison Project is a start date of April 3, 2006, with Human Resources/Payroll functionality going into production with the start of the new calendar year 2008 (January 1, 2008). To accommodate normal State business operations, the Edison system will be available for production usage prior to that date so that State business commences on that date. The State would like to deploy the Financials and Procurement / Logistics functionality in multiple waves, with a balanced schedule of deploying agencies over no more than nine (9) months, favoring the core central agencies first. The first wave will deploy at the start of the new State fiscal year 2009 (July 1, 2008). The State has not scheduled agencies and deployment dates at this time, and will work with Contractor to create a schedule that best mitigates project risk and allows later deployments to benefit from lessons learned in the earlier waves."</i> Working within the stated objectives of delivery of the HR/Payroll functionality by the start of calendar year of 2008 and all remaining functionality no later than March 2009, may we present alternative functional implementation phases?	The State expects HR/Payroll functionality to be in production for all State agencies at the start of the 2008 calendar year. The State expects all Financial, Procurement, and Logistics functionality to be available for 2009 fiscal year operations. The Financial, Procurement, and Logistics functionality will be deployed to agencies over a 9 month timeframe. Vendors may not propose an implementation plan that does not conform to these objectives.

32	<p><i>RFP Section A.12 Project Team and Organization states, "The Contractor shall provide a document identifying the Contractor and State project staff and their role assignments, as well as the organizational structure of the project team."</i></p> <p>To assist in the development of the proposed organizational structure, clarification on the State's involvement in the Edison project is requested. The term "co-located" is typically used to describe the State project team working in a convenient physical proximity to the vendor project team; the term "integrated" is used to describe the State and vendor team sharing and working side by side on certain tasks and activities. Does the State intend an "integrated" team?</p>	<p>State and contractor personnel will be co-located in the same building and will work side by side as a team. The State intends to have an "integrated" team.</p>
33	<p><i>RFP Section A.15 Status Meetings and Status Reports states, "the Contractor shall conduct weekly status meetings with the State Project Director and Project Team. The Contractor shall prepare weekly Status Reports that reflect the major activities for the reporting period. Project management shall use the Status Report as a mechanism to monitor project activity, and to detect potential problems or delays. Reports shall be primarily in list form and shall serve as agendas for meetings. Topics to be covered include":</i></p> <ul style="list-style-type: none"> <i>a. a Gantt chart generated from Microsoft Project comparing status with the baseline;</i> <i>b. a listing of significant departures from the Master Project Work Plan with explanations of causes and strategies to achieve realignment;</i> <i>c. a listing of tasks that were completed since the last report;</i> <i>d. tasks that were delayed and reasons for delay;</i> <i>e. tasks in progress, with an indication of priority ranking;</i> <i>f. planned activities for the next scheduled period;</i> <i>g. staffing concerns or issues encountered, proposed resolutions and actual resolutions;</i> <i>h. an updated report on project risks with recommendations for elimination or mitigation; and</i> <i>i. a listing of any other topics that require attention from the State's Project Manager or the PSC.</i> <p>Will the role of the Project Steering Committee include review and action on proposed policy and/or law changes arising from the project team?</p>	<p>The role of the Project Steering Committee includes review and approval of proposed policy and/or law changes.</p>

34	<p><i>RFP Section A.18 states:</i></p> <p><i>A.18.n Testing Requirements – Test Execution: Unit Test</i></p> <p><i>A.18.n.1 Contractor Responsibilities.</i></p> <ol style="list-style-type: none"> <i>1. The Contractor must perform unit tests on-site.</i> <i>2. The Contractor must be prepared to reproduce any or all unit tests upon State request.</i> <p><i>A.18.n.2 State Responsibilities.</i></p> <ol style="list-style-type: none"> <i>1. The State may, at its sole discretion, require the Contractor to reproduce any or all unit tests.</i> <p>Would the State allow for development and unit testing activities to occur off-site and with the expectation that we would then schedule a re-execution of the unit test (demonstrating the test conditions, execution and results) as part of the acceptance process for the development objects being delivered?</p>	<p>The State expects that personnel working on the Edison project will be working on-site in Nashville, Tennessee. The State will not allow the development and unit testing to occur offsite.</p>
35	<p><i>RFP Section A.21.a.11 Knowledge Transfer Plan refers to “How the Contractor will transfer expertise to the State project team members throughout the project.”</i></p> <p>Is it the State’s expectation that the members of the project team will become the members of the long-term support organization for the purposes of developing and executing the Knowledge Transfer Plan?</p>	<p>The State expects that the post-go-live support team will be staffed from members of the State’s implementation team.</p>

36	<p><i>RFP Section A.26 Phase I: HR/Payroll, Stage 6: Post Go-Live Support states: "Following the first few days of live operation, monitoring issues for the long term must be addressed, particularly with reference to system performance, capacity and functions. Additionally, the State will be moving from a pre-production environment to a live production operation, so the Production Support Organization must be fully operational. State will be responsible for monitoring system transactions and providing feedback to the Project Team in order to optimize overall Edison System performance.</i></p> <p><i>A key component of the Production Support Organization is the Help Desk. The purpose of the Help Desk is to field end user questions, and assist them when they encounter problems with the Edison System. It will also escalate problems that cannot be resolved by Help Desk staff to the Production Support Organization.</i></p> <p><i>The Contractor shall provide post-implementation support for a period of six months after each module is moved into production status during Phase I. This post-implementation support shall consist of technical, functional, and operational support and shall be provided by skilled personnel familiar with the State operations who were associated with the Edison implementation. In addition, the Contractor shall provide at least three months of support at the first calendar year end for human resources/payroll year-end tasks such as creation of W-2s."</i></p> <p>We take this request to mean that we would provide support for functions provided by Edison only (not for functions being provided by Legacy systems). Is this correct?</p> <p>If not, please further clarify support expectations for functions performed on Legacy systems.</p> <p>We also take this request to mean we would provide a HR/Payroll Support team to provide post production support starting January 1, 2008 with the go live of the HR functions lasting 6 months through June 30, 2008 AND then also provide for at least three months a HR/Payroll Support team to support for the execution of the calendar year end 2008 activities. Is this correct?</p> <p>If so, would this support start December 1, 2008 and last through at least March 1, 2009 OR start January 1, 2009 and last through at least April 1, 2009?</p>	<p>The awarded contractor will provide support for HR/Payroll processes that are dependent on the ERP system. The contractor is not responsible for supporting business functions being provided by legacy systems. The vendor should propose the three month timeframe that best provides year end support for the proposed software package and associated year-end activities.</p> <p>The HR/Payroll post go live support period would start in mid-December 2007 with time entry and continue through mid-May 2008.</p> <p>Calendar year-end support should start December 1, 2008 and end March 1, 2009.</p>
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37	<p><i>RFP Section A.26.a.7 Calendar Year End Support states, "During the first calendar year end, the Contractor will assist with all relevant processing including but not limited to W-2 production. The contractor will produce a year-end guide that will be used by the State for subsequent year-end operations."</i></p> <p><i>Deliverables for this activity include:</i></p> <ul style="list-style-type: none"> <i>• Prepare year end close check list that identifies all tasks (system and non-system related) for a successful year end close</i> <i>• Identify key dates</i> <i>• Lead Year End Close testing, including simulating system close as many times as needed in the test environment</i> <i>• Delivery of Year End Close procedure book</i> <i>• Listing of key control reports including report purpose and use</i> <i>• Provide on-site support during actual year end process</i> <p><i>Completion of the Year End Close Checklist. The State must review and accept this checklist before this step will be considered complete."</i></p> <p>We interpret "first calendar year end" to mean that the first Calendar year on the new HR system (specifically 2008) meaning that support is expected for processing of 2008 HR/Payroll data. Is this correct?</p> <p>We expect that all Calendar year end 2007 HR/Payroll processing will be conducted in the existing legacy systems. Is this correct?</p> <p>If not, what processing would you expect to be processed in the new HR/Payroll system going live January 1, 2008?</p>	<p>The 2007 calendar year end processing will take place in the legacy systems. Accordingly 2007 calendar year W-2s will also be produced from the legacy system.</p> <p>The first calendar year end for HR/Payroll processes in Edison will be 2008.</p>
38	<p><i>RFP Section A.27.a.3 Coding Block Design and Other Required Coding - Development and documentation of all coding structures required for the configuration of all Financial, Budgeting, Procurement and Logistics modules and for meeting state and federal reporting requirements.</i></p> <p>Is the State seeking assistance from the vendor to change its chart of accounts, and a suggested solution to reporting that spans data created in the legacy systems (under the prior chart of accounts) and data created in the Edison (with the new chart of accounts)?</p>	<p>The vendor is responsible for designing the coding block (chart of accounts). State personnel will contribute to and ultimately approve the coding block design. The State recognizes that the current coding block will change in Edison. For information requests that span the legacy and Edison systems, the State will run reports out of both systems and manually combine the information to produce the final report.</p>

39	<p><i>RFP Section B.4.3 Shared Services states, “for smaller State agencies (the criteria for inclusion have not been determined at this time), the State is considering a “shared services” model for some or all of the administrative functions within the scope of this RFP. Shared services, in this context, means the consolidation of some administrative functions into a central workgroup, rather than duplicating these functions at each agency.”</i></p> <p><i>The State is still evaluating the shared services model. If the model were to be accepted, the expected impact on the Edison project would be positive, as it would likely mean fewer agencies to bring into production and fewer staff to train. The Contractor must not assume that the State will adopt a shared services model or base any costing data on the impact of the potential adoption by the State of the shared services model.</i></p> <p>Changing to a shared services operating model is often most effective when done concurrently with the design and implementation of an ERP. Will the State consider including rather than excluding a provision for vendor assistance on the shared services matter and allow a portion of the evaluation points accordingly?</p>	<p>The State is evaluating the shared services model, including if and how it will be implemented. The results of the State's decision regarding whether or not shared services is deployed will be incorporated into the final business process design. It is the Contractor's responsibility to configure the system to meet the business process design. The State will not include a portion of the evaluation points for shared services</p>
40	<p><i>RFP Section B.5.4 State Requirements for Roles Filled by Contractor Staff states “Listed below are the levels of responsibility and associated levels of experience that the State requires for staff assigned to the project by the Contractor”.</i></p> <p>The State's requirements are comprehensive and specific. Our experience is that ERP implementation experience in the commercial sector can prove quite valuable to the Government. It is our assumption that the State would find compliant, experience proposed equivalent to the State's requirements, placing the burden clearly on the Proposer to demonstrate equivalency. Is our assumption correct? If not, please clarify.</p>	<p>The State values public sector experience over commercial experience for contractor staff that will be configuring the software to meet the State's business requirements. The burden is on the Proposer to submit the best qualified candidates, and to demonstrate equivalency if Proposer intends to substitute commercial experience for public sector experience. Vendor staff experience and qualifications will factor into the RFP scoring. If proposed staff are not deemed to be qualified, then the State expects that the awarded contractor will find and propose alternative staff.</p>
41	<p><i>RFP Section 6.14.25 states, “The Training Information System is maintained by the Department of Personnel. The system is used to maintain training records for all State employees.”</i></p> <p>Is it the State's expectation that the Training Information System will be used to track the training records for its employees for the rollout of training delivery for Phase I of the program given that the system will be retired at the completion of the phase of work?</p>	<p>The State has not made a decision on what system will be used to track the training records for the employees during Phase 1 of the system implementation. However, the State does not expect to use the Training Information System to track training records for the Phase 1 rollout. The State and the Contractor will work together to determine the optimal solution during the implementation.</p>

42	<p>RFP Amendment #1, RFP #317.03-134, E, A.5</p> <p><i>RFP Section A.5 (in Amendment #1) states, "Provide evidence that the proposed version of the ERP Software (including integrated financial management, procurement and human resources / payroll functionality) from the primary software vendor is currently in production in a public sector environment. Please refer to RFP Attachment 6.3, Section B.14, for reference information for budget and employees. As evidence of meeting this requirement, Proposer will complete a table listing all clients of the software vendor that meet the above criteria, with the name of the entity, budget, number of employees, the products implemented, the modules/ functionality within those products that were deployed with their respective production dates. At least one of the sites listed in this section must be one of the references for the <u>Primary Software Vendor</u> in Section B.14."</i></p> <p>Will the State allow a vendor to satisfy the requirements of Addendum #1, RFP #317.03-134, E, A.5 with a large public sector customer that is in production on the proposed version of the ERP software for one major functional area (i.e. integrated financial management) and in the process of rolling out other ERP functionality? Alternatively, would the State allow a vendor to satisfy this requirement with a higher education customer, which is live on the proposed version of the ERP software (including integrated financial management, procurement, and human resources)?</p>	<p>Amendment # 1, Item E (amending RFP Attachment 6.3, Section A.5) requires the Proposer to, "Provide evidence that the proposed version of the ERP Software (including integrated financial management, procurement and human resources / payroll functionality) from the primary software vendor is currently in production in a public sector environment..... At least one of the sites listed in this section must be one of the references for the Primary Software Vendor in Section B.14."</p> <p>The public sector requirement may be met with a city, county, or state government entity or public higher education institution.</p> <p>Item E will not be satisfied by a large public sector entity that is not in production on integrated financial management, procurement and human resources / payroll functionality. Item E can be satisfied by a public higher education institution that is live on the proposed version of integrated financial management, procurement and human resources / payroll functionality.</p> <p>See Written Comment # 9 for additional clarification.</p>
43	<p>Is the State willing to modify the response codes to the functional matrices to do the following:</p> <ol style="list-style-type: none"> 1) Allow a response code for "configuration without customization" in the functional requirements matrix (i.e. table-driven configuration to support functionality)? 2) Allow a response code for User Exits? <p>These codes would give the State a more accurate reflection of what vendors are proposing and better reflect the capabilities of ERP software solutions.</p>	<p>The State is not willing to modify the response codes. A "configuration without modification" should be answered with a "Y". A response that requires a user exit, development, or modification should be answered with an "M" and the number of hours associated with the modification should be identified on the requirements matrix.</p> <p>In addition, the modification hours should be included in the "Modifications and Custom Queries (those queries > 8 hours)" on the "1- HR-Pay Cons Hrs by Mo" tab for HR/Payroll modifications or the "2- FI Cons Hrs by Mo" tab for Finance/Procurement/Logistics modifications.</p> <p>The cost of modifying the system to meet the requirement should be identified on the "4 Modifications & Queries" tab of RFP Attachment 6.4, Technical Proposal Supplement. The total modification cost should be identified on line "Total Human Resources and Payroll Modification Cost (Schedule 4 Ref A)" of the "2 HR-Pay Impl Cost" tab of the Cost Proposal Supplement. The total cost of the Finance/Procurement/Logistics modifications should be identified on the "Total Financial, Procurement and Logistics Modification Cost (Schedule 4 Ref B)" line of the "3 FI-Proc-Log Impl Cost" tab.</p>
44	<p>Management Requirements PM 315.00, 316.00, 317.00, 318.00, 319.00, 320.00, 321.00, 322.00, 323.00, 324.00, 325.00, and 326.00 relate to utility management.</p> <p>Are these requirement related to the State acting as a utility provider or as a utility customer? If the State is the utility customer, are these requirements related to internal utility management?</p>	<p>The State is acting as the Utility Customer. The requirements deal with internal utility management. For additional information, please see RFP Attachment 6.18, State Business Process Documentation, for Plant Maintenance and refer to the Flowchart and Process description PM-04 for Energy Management Tracking.</p>

45	Many of the issues presented in the questions may need to be resolved based on the discussion period. Following the notice of award and if deemed necessary will the State be amenable to discussing modifications to the Pro Forma Contracts that could be beneficial to both the State and the respective Contractor prior to the execution of such Contracts?	Answer pending.
46	<p>Although Section A.35 of the Pro Forma Integrator Contract includes an Acceptance process that is detailed in many respects, it does not include a requirement that the State accept or reject the applicable deliverable at the end of the review period. Does the State believe that the Acceptance process should require the State to either accept or reject a deliverable based on mutual conformance with mutually agreed criteria by the end of the applicable testing and review period? We propose that Section A.35.b.4 be modified as follows:</p> <p>At the conclusion of the applicable review period, the State will formally communicate to the Contractor in writing all deficiencies found in a deliverable, if any. This list or report of deficiencies will be a controlled document so that review and revision history may be analyzed. The State will make a reasonable effort to assist the Contractor in correcting the deficiencies. The State will not develop specific corrections nor will it provide such corrections to the Contractor. If the State does not find any deficiencies within the review period, it shall deliver written Acceptance of the applicable deliverable to Contractor. For purposes of this Section, a deficiency shall mean any material nonconformance with the mutually agreed written requirements or specifications for the applicable deliverable.</p>	Answer pending.
47	Does the State believe that it should be artificially constrained from obtaining additional services pursuant to change orders even if the State believed that such additional services would be beneficial to the State and its constituents (Section C4 of the Pro Forma Integrator Contract)? In past contracting, the State has used contract amendments to address needed change orders. Will this be the same process used for Edison or will the process change? If a different process, please describe.	The State intends to use the Change Order Process as described in Contract Attachment B.3.3 for the Edison project. We do not intend to use contract amendments to address change orders.
48	<p>1.1.5</p> <p>Page 6</p> <p>Will the State provide information regarding the follow-up benchmark assessment, particularly regarding the impact of this assessment on the Contractor's obligations post implementation?</p>	The State has no additional information about the benchmark assessment at this time. There are no obligations for the Contractor related to the benchmark assessment.
49	<p>A.18.s, A.34</p> <p>Attachment 6.1, Page 39</p> <p>Attachment 6.1, Page 81</p> <p>Will the State agree to negotiate language which permits the objective determination of acceptance (as part of testing) and compliance with applicable warranties?</p>	Answer pending.

50	<p>My name is [deleted] and I am a President of [deleted]. We are a certified MBE/DBE firm in the State of [deleted] and City of [deleted]. We specialize in ERP implementations and have been asked by more than one prime if we would be able to bid on the State of TN ERP RFP with them.</p> <p>I have a couple of questions that can help me make a decision and answer the primes.</p> <ul style="list-style-type: none"> • Does the State of TN have a MBE/DBE goal?? • If so can will you accept a out of state MBE/DBE firm to participate with the primes??? 	<p>The Governor's Office for Diversity Business Enterprises (GO-DBE) has requested that State agencies establish internal goals for doing business with small, minority-, woman-, and disabled-owned businesses. See RFP Attachment 6.3, Section B, Subsection B.13, for a description of how diversity participation will be evaluated.</p> <p>The State encourages the participation of both in- and out-of-State diversity businesses. In addition, the State recommends that diversity businesses register with GO-DBE. While registration is <u>not</u> mandatory in order to be a prime or subcontractor on a Proposal for this procurement, it will facilitate GO-DBE's reporting process.</p> <p>Further information is available directly from GO-DBE, which may be contacted by phone, toll-free, at 1-888-894-5026, or by visiting the following website:</p> <p>http://www.tennessee.gov/businessopp/</p>
51	<p>The RFP indicates in several places that negotiations will be held with the apparently successful offeror. [Vendor] assumes this to mean that the State will in good faith entertain proposed revisions to certain contract terms including, but not limited to, Performance Standards and Liquidated Damages Assessment, and Payment terms.</p>	<p>Answer pending.</p>
52	<p>We did not find specific directions or clarifications regarding "Written Questions". May our questions, including exceptions to the States Technical and Architecture standards be submitted to you via email? Or are only hardcopy documents of questions considered "Written Questions"?</p>	<p>Written questions may be submitted via email.</p>
53	<p>For 6.11.6.1 Exception Request Approval per 6.11.6.2.5 Supporting Documentation: Printed documentation and/or standard business letter from the product manufacturer dated within three (3) months of the Proposal submission date that includes the manufacturer contact information, product version and its release date, and information that verifies items 6.11.6.2.1, 6.11.6.2.2, and 6.11.6.2.3.</p> <p>Earlier, you called and confirmed that the State prefers to receive Exceptions Request and Questions in email. Do you want the supporting document Fed Ex separately ? If so, can they be received after 11/14?</p>	<p>The referenced supporting documentation may be submitted by any method of conveyance chosen by the Vendor; however, the documentation must arrive no later than the deadline for Written Comments stated in RFP Section 2.</p>
54	<p>To allow vendors to finalize, print and ship - will the State commit that if an extension is requested, a decision (yes or no) will be announced prior to the final week of the originally published Due Date Dec. 12? i.e. an extension will not be issued after Dec. 12th.</p>	<p>The State will provide sufficient notification of any extensions to the RFP Schedule of Events.</p>
55	<p>In the Subcontracting provisions in Section D.5 on page 89 of the RFP, the State requires the Contractor to obtain State approval of every subcontractor. Is this requirement true for the Primary Software Vendor with whom the State will be signing its own licensure agreement?</p>	<p>RFP Section 4.6.1 clarifies this requirement. It states, "The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval. The State will not grant prior approval of proposed subcontractors. The State's signature on the contract resulting from this RFP process shall constitute written approval of proposed subcontractors."</p>

56	The RFP states in section 1.1 that separate contracts will be let for the integration services and ERP software. Yet the balance of the RFP indicates that only one contract will be let with the Integrator. Will the State clarify this apparent ambiguity?	Answer pending.
57	If it is the State's intent to let only one contract, the RFP terms state that the Integrator will be required to first pay the PSV (Primary Software Vendor) as a condition to being reimbursed by the State. This will be a significant downside to the financial business case supporting the bid decision likely resulting, at best, in an adder to the bid price to account for the negative cash flow and attendant financial risk. The normal prime-subcontractor agreements contain a subcontractor payment provision based on the prime's receipt of payment from the customer. This term would therefore impinge upon the privity of the prime's relationship with its subcontractors. Considering the questionable benefit and calculable downsides of the subcontract payment pre-condition, will the State revise the RFP to remove it?	Answer pending.
58	The Tennessee Code Annotated, section 12.-3-315 authorizes the Commissioner of General Services to include a Limitation of Liability provision with the only provisos that the limitation be not less than two times the contract value and that it shall not apply to intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death; However the RFP goes beyond those elements in that it limits the LoL to acts of negligence, thereby excluding the most common form of direct damage claims, breach of contract by non-performance. [Vendor] requires an effective LoL provision as envisioned by the TCA, that is, the limitation must apply to all claims which may arise under the contract, including those for Liquidated Damages. Further the term must state that the contractor is not liable for indirect or consequential damages or loss of, or damage to, data. Will the state revise the RFP accordingly?	Answer pending.
59	In Section E.11, reference is made to the requirement of reporting federal lobbying activities on federal Standard Form-LLL, "Disclosure Form to Report Lobbying." Please confirm that the requirement to report on the federal Standard Form-LLL arises only when lobbying activities are directed at a <u>federal</u> official or officials.	Answer pending.
60	Liquidated Damages: Timeframes that the items would logically be in effect differ by Performance Item? Will the State specify by Performance Item the estimated Start and End date?	Answer pending.

61	<p>Section E.4 on pages 92-93 of the RFP includes additional provisions pertaining to liquidated damages and the opportunity for cure before a breach occurs. Does the State agree that during contract negotiations an effort will be made to clarify that the Contractor will be afforded an opportunity to cure potential deficiencies in all instances before a breach is declared? Will the State reconsider the appropriateness of the last sentence of Section E.4. a. ii., where the language appears to provide that there could be liquidated damages and also other damages? This is an incongruity because liquidated damages are the amounts agreed upon by the parties in advance to compensate for a loss that is not quantifiable. The parties cannot provide for both forms of damages.</p>	Answer pending.
62	<p>In the discussion of Work Products in Section E.4.a beginning on page 109 of the RFP, does the State agree the "Work for Hire" doctrine applies only to newly customized software developed by the Contractor pursuant to this RFP and does not apply to Contractor's pre-existing software templates utilized by the Contractor in the performance of the Work under the RFP?</p>	Answer pending.
63	<p>Although each of the questions submitted addresses issues that are important to us, the following issues are of a nature that we cannot submit a bid for this RFP unless each of them is resolved:</p> <p>Would the State consider modifying the limitation of liability set forth in Section E.20 of the Pro Forma Integrator Contract in a manner similar to the provision contained in the TN VIP RFP (RFP Number 345.01-201) recently issued by the State? We need a limitation of liability that appropriately balances risk and reward. Parties should only be responsible for foreseeable contract damages. We propose the following language be added to both Pro Forma Contracts:</p> <p><u>Limitation of Liability.</u> The Contractor's liability to the State, and its indemnification of the State for any acts or omissions attributable to the Contractor under this Contract, shall be limited to two (2) times the value of the Contract. The value of the contract shall be determined by the State's Maximum Liability provisions in Paragraph C.1. of this Contract, or as such Maximum Liability may be amended. This limitation applies to all causes of action, including without limitation, breach of contract, breach of warranty, negligent acts, but specifically shall not apply to criminal acts, intentional torts or fraudulent conduct of the Contractor. Neither party shall be liable to the other for consequential, special, indirect or punitive damages.</p>	Answer pending.

64	<p>The Performance Standards set forth in Section A.33 of the Pro Forma Integrator Contract are reasonable with respect to the performance areas that are proposed for measurement, but the penalties to be assessed are excessive. Would the State consider revising the liquidated damage penalties in the Pro Forma Integrator Contract to better correlate to the anticipated damages that the State would reasonably incur as a result of the applicable performance failure? The liquidated damage amounts as presently constituted are punitive and do not appear to reasonably approximate the actual damages that would be sustained. Moreover, the present structure does not include any mechanism to reward the Contractor in circumstances where the State has received additional benefits due to performance by the Contractor that exceeds the Performance Standards. We propose a system that assessed services credits against the Contractor for performance failures, but allows the Contractor to “earnback” such assessment through superior performance.</p>	Answer pending.
65	<p>Does the State believe that the beneficiaries of the Contract are intended to be the State and Contractor? We recommend that the Contracts include the following clause for the benefit of both parties:</p> <p><u>No Third Party Beneficiaries.</u> The State and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.</p>	Answer pending.
66	<p>In the view of the State, should an immaterial breach by either party be grounds for termination? (Sections D4 and E4 of the Pro Forma Integrator Contract and D4 of the Pro Forma Software Licensure Contract)</p>	Answer pending.
67	<p>If the State materially breaches the Contract, does the State believe that the Contractor should be forced to continue under the Contract (Section E4(b) of the Pro Forma Integrator Contract)? This provision would appear to require the Contractor to perform the services even if the State does not pay for them. We will agree to continue to perform the services during the resolution of a dispute, subject to the State continuing its obligation to pay for such services.</p>	Answer pending.

68	<p>RFP Section A.3 State's Right to Remove Modules from the ERP System</p> <p>Would the State include an exception from Section A.3 of the Pro Forma Integrator Contract for commercial-off-the-shelf software (COTS) if the decision to remove the module occurs after the applicable software has been purchased? Vendors of COTS software cannot give refunds for software components. Furthermore, removal of functional scope listed in A.3.a may not impact software pricing based on certain software vendors' pricing models. If the State changes its mind about inclusion of functional scope or numbers of licensed users after the software has been licensed, it is not appropriate that the integrator should be forced to bear the cost, as currently assumed in the Pro Forma Integrator Contract.</p> <p>Additionally, our software vendor has proposed beneficial pricing based on a volume purchase by the State. If the State requires the option to make changes to software purchases, would it be open to negotiating new software pricing after its evaluation and prior to contract signature? If not, then would the State be willing to delete this requirement?</p> <p>In addition to the potential impact to cost, other aspects of the overall project and proposal may be impacted, for example the design/implementation/rollout schedule. Should all vendors assume the State will make its decision on removing modules and provide instructions for the necessary adjustments after the evaluation scoring is completed and the apparent successful vendor is identified?</p>	Answer pending.
69	<p>A.34</p> <p>Attachment 6.1, Page 81</p> <p>Will the State agree to include a disclaimer of implied warranties and merchantability for a particular purpose?</p>	Answer pending.
70	<p>D.3, E.4</p> <p>Attachment 6.1, Page 89</p> <p>Attachment 6.1, Page 92</p> <p>Will the State agree to include termination language which permits payment for work in progress which is in compliance with the Agreement?</p>	Answer pending.
71	<p>E.4.a.v</p> <p>Attachment 6.1, Page 93</p> <p>Will the State agree to a minimum cure period in the event of a breach, e.g., consistent with the cure period that the Contractor is required to provide to the State?</p>	Answer pending.
72	<p>E.6.d.i</p> <p>Attachment 6.1, Page 95</p> <p>Will the State agree to a revised definition of "Pre-Existing" materials such that it relates to materials that are developed outside of this Agreement, as opposed to property owned prior to the effective date of the Agreement?</p>	Answer pending.

73	<p>E.6.f</p> <p>Attachment 6.1, Page 95</p> <p>Will the State clarify its proposed ownership rights to public domain software since, by definition, exclusive rights or ownership would be precluded?</p>	Answer pending.
74	<p>E.20</p> <p>Attachment 6.1, Page 98</p> <p>Will the State agree to include a disclaimer of indirect and consequential damages?</p>	Answer pending.
75	<p>Attachment A, Page 103</p> <p>Will the State agree to negotiate non-disclosure and license terms which are consistent with Tennessee law, such as introducing (i) a reasonable standard of care with respect to protection of the contractor's confidential information/proprietary software; (ii) other industry standard protections for licensed software (e.g., prohibition from distribution, unauthorized disclosure to third parties, etc.); and (iii) appropriate remedies for the State's failure to comply?</p>	Answer pending.
76	<p>Can the State clarify the structure and relationship between the contract for implementation and integration services and the contract(s) for software licensing and maintenance? As we understand the RFP, the State would execute separate Pro Forma Software Licensure Contract with maintenance services from the respective software vendors and a Pro Forma Integrator Contract with the integrator for all other services (including services provided by subcontractors). Please confirm if this understanding is correct.</p>	Answer pending.
77	<p>Assuming that the State receives the full usage requirements in Work Product set forth in Section E.6 of the Pro Forma Integrator Contract and Section E.4 of the Pro Forma Software Licensure Contract, are further rights in the Work Product needed by the State for the Project? Would the State consider removing the requirement to obtain State consent for each opportunity where Contractor intends to use its license and broadening the license to apply to any Contractor client? We propose that the State own all Work Product and that the Contractor receive a license back to reuse the Work Product. We must have the right to continue to use our innovations and ideas for future clients.</p>	Answer pending.
78	<p>Will the State agree to set forth all of the applicable warranties in each of the Contracts? (Some warranty provisions are set forth in Section A34 of the Pro Forma Integrator Contract, although the Pro Forma Software Licensure Contract does not have any warranty provisions) The parties should specify all warranties that will be expected and disclaim implied warranties.</p>	Answer pending.

79	Does the State believe that Contractor should indemnify the State against presently existing U.S. patents and copyrights, including cases where the infringement is the result of the State's actions? (Section E15 of the Pro Forma Integrator Contract Section E8 of the Pro Forma Software Licensure Contract) If the State is the party that causes the infringement, it is not appropriate that the integrator of the software vendor be required to provide an indemnity.	Answer pending.
80	If appropriate accommodations are made to account for the State's Freedom of Information obligations, does the State believe that Contractor's proprietary and confidential information should be protected? (Section E14 of the Pro Forma Integrator Contract E6 of the Pro Forma Software Licensure Contract)	Answer pending.
81	Does the State intend to obtain all rights in third party software that are enjoyed by the applicable Contractor with respect to the Project? If yes, we would suggest that the following language be added to each of the Contracts: Third Party Warranties. As Contractor is not the manufacturer or developer of third party vendors' products, any third party vendors' products provided hereunder are warranted solely under the terms and conditions of the third party licenses or other agreements by which such products are governed. With respect to all third party products and services purchased by Contractor for the State hereunder, Contractor shall pass through or assign to the State the rights Contractor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable. Except for manufacturers' or licensors' warranties that Contractor is able to pass through for the benefit of the State, third-party products shall be provided to the State without any warranty or indemnification obligation from Contractor and are provided on an "as-is" basis. In no event does any warranty extended by Contractor hereunder replace or supersede the warranties contained in such license or other agreements.	Answer pending.
82	We would like to clarify with the State that reasonable rights upon termination are protected. Will the State agree that Contractor is entitled to payment for services performed and reimbursement for any capital investments made for the benefit of the State, and, in the case of termination for the State's breach or convenience, reimbursement for any reasonable and substantiated demobilization costs?	Answer pending.
83	For clarification purposes, is this request is for software only? Is there an interest in the outsourcing of these functions?	The RFP is a request for software and implementation services. The State is not interested in outsourcing any of the components of the RFP.
84	This is a follow up to the voice mail I left earlier - are you accepting responses from vendors that only fulfill one need mentioned in the RFP? As I mentioned, our focus is strictly performance management (data analysis)....will you accept our response even though we can only complete those sections relevant to performance management or do I need to have the entire RFP filled in (i.e., partner w/ an ERP vendor)?	The State is interested in contracting with one primary vendor to deliver the scope of services identified in the RFP. Responses that do not address the requested scope of services will be deemed non-responsive. Vendors offering partial services should attempt to subcontract with a prime integrator.

85	Please define “configuration”. Typically “out of the box” functionality can be met by configuring the ERP parameters or tables that are delivered. These configurations are not considered modifications for maintenance support or future upgrades.			The State has added the definition for “configuration” to the Glossary. See Amendment # 2, Item U.												
86	No HRMS related reports are listed in the RFP. Does the State have any HRMS report requirements defined yet?			The State has not defined specific HRMS reporting requirements other than to task the vendor with developing 30 Human Resource reports. The State will develop any additional reports that are needed.												
87	<p>HCM Requirements for State Clarification</p> <p>1. Is the requirement for Interfacing to the Driver License and Professional License database expected out of the box or is the delivered toolset sufficient for a “Y” answer?</p> <p>2. AS 10.00 – Is the imaging capability described to SCAN AND ATTACH or just attach scanned images?</p>			<p>1. Interface development is considered a modification. A response that requires development or modification should be answered with an “M” and the number of hours associated with the modification should be identified on the requirements matrix.</p> <p>In addition, the interface hours should be transferred to the “Conversion and Interface” tab of the RFP-317 03-134 Att 6.4 Technical Proposal Supplement. The hours should be included in the total interface hours on the “1-HR-Pay Cons Hrs by Mo” tab for HR/Payroll interfaces or the “2- FI Cons Hrs by Mo” tab for Finance/Procurement/Logistics interfaces.</p> <p>The total cost of the HR/Payroll interfaces should be identified on “Interfaces” line of the “2 HR-Pay Impl Cost” tab of the Cost Proposal Supplement. The total cost of the Finance/Procurement/Logistics interfaces should be identified on the “Interfaces” line of the “3 FI-Proc-Log Impl Cost” tab.</p> <p>2. The imaging capability described is to attach the images which were scanned by the ECM system (FileNet).</p>												
88	<p>Please clarify the following requirements.</p> <table><tr><td>AS</td><td>26.00</td><td>System provides the ability to trigger the systems application review process based on the capture of the scanned application in the ECM system.</td></tr><tr><td>AS</td><td>72.00</td><td>Allow applicants to review testing components necessary for register placement.</td></tr><tr><td>AS</td><td>91.07</td><td>System allows post audit with editing capabilities.</td></tr><tr><td>AS</td><td>98.00</td><td>System should provide the ability to correct coding on worked registers.</td></tr></table>			AS	26.00	System provides the ability to trigger the systems application review process based on the capture of the scanned application in the ECM system.	AS	72.00	Allow applicants to review testing components necessary for register placement.	AS	91.07	System allows post audit with editing capabilities.	AS	98.00	System should provide the ability to correct coding on worked registers.	<p>AS 26.00 – The scanned application will feed into Edison directly and be available to view and for users to rate the application in the same manner an application submitted online would be available.</p> <p>AS 72.00 – The ability for applicants to view the various tests required to qualify for a position or placement on a register.</p> <p>AS 91.07 - System allows post audit of the register with edit capabilities of that register/list.</p> <p>AS 98.00 - System allows edit capabilities of the register/list.</p>
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89	<p>Can Tennessee explain the tie breaking process?</p> <table><tr><td>AS</td><td>91.02</td><td>Picking required from the top x candidates and ties</td></tr></table>			AS	91.02	Picking required from the top x candidates and ties	<p>AS 91.02 – As per Tennessee rules, there may be multiple applicants with the same score or rating. There is no tie breaking process. Applicants with the same score must be given equal consideration.</p>									
AS	91.02	Picking required from the top x candidates and ties														

90	<p>In the requirements below, will local agencies and K-12 Districts be participating as Benefits Members but not as Payroll members? If so, how are deduction amounts maintained?</p> <table><tr><td>BA 1.00</td><td>HR records for Central State employees (which does not include any of the groups in BA 2.00) will be utilized in the ERP Benefits Module, with integration of insurance related records to the Insurance Module.</td></tr><tr><td>BA 2.00</td><td>K-12 school district participants, local government participants, and higher education participants, retirees, certain former agencies previously associated with the State and certain other former participants records will not be maintained in the ERP Payroll/Personnel (including Benefits Administration) modules. This group of participants insurance only related records will be maintain within the Insurance Module.</td></tr></table>	BA 1.00	HR records for Central State employees (which does not include any of the groups in BA 2.00) will be utilized in the ERP Benefits Module, with integration of insurance related records to the Insurance Module.	BA 2.00	K-12 school district participants, local government participants, and higher education participants, retirees, certain former agencies previously associated with the State and certain other former participants records will not be maintained in the ERP Payroll/Personnel (including Benefits Administration) modules. This group of participants insurance only related records will be maintain within the Insurance Module.	<p>Yes, local agencies and K-12 districts will be participating as insurance members only and not Edison payroll members.</p> <p>The non-Central State agencies (local government, K-12 school systems, higher education, etc.), deduct premiums from their employees during their payroll process.</p> <p>Monthly, the State generates an ACH to collect the total amount due for all covered employees within that non-Central State agency. The total premium is deducted from the agency's bank and applied to each individual employee's programs. Once received, premiums are maintained at the employee level within the Insurance Module (see Insurance Administration requirements).</p>														
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91	<p>In the requirements below, Customer Specific Interfaces, which will need to be built, and the software provider offers tools to accomplish these during implementation, is this considered a "Y" answer or an "M" answer?</p> <table><tr><td>BA 4.00</td><td>In addition to the above listed components that are integrated with employee Benefits, a number of State systems and internal and external organizations will be interfaced, both online and in batch, to the system:</td></tr><tr><td>BA 4.01</td><td>Retirement system (CRIS - Retired Employees Data Base)</td></tr><tr><td>BA 4.02</td><td>Retirement System (TRACS - Active Employee Database)</td></tr><tr><td>BA 4.03</td><td>Revenue</td></tr><tr><td>BA 4.04</td><td>TENNCARE</td></tr><tr><td>BA 4.05</td><td>Worker's Comp Benefits Administrator (Sedgwick James)</td></tr><tr><td>BA 4.06</td><td>Center for Medicare and Medicaid services</td></tr><tr><td>BA 4.07</td><td>Other external employers</td></tr><tr><td>BA 4.08</td><td>Vendors</td></tr></table>	BA 4.00	In addition to the above listed components that are integrated with employee Benefits, a number of State systems and internal and external organizations will be interfaced, both online and in batch, to the system:	BA 4.01	Retirement system (CRIS - Retired Employees Data Base)	BA 4.02	Retirement System (TRACS - Active Employee Database)	BA 4.03	Revenue	BA 4.04	TENNCARE	BA 4.05	Worker's Comp Benefits Administrator (Sedgwick James)	BA 4.06	Center for Medicare and Medicaid services	BA 4.07	Other external employers	BA 4.08	Vendors	<p>Interface development is considered a modification. A response that requires development or modification should be answered with an "M" and the number of hours associated with the modification should be identified on the requirements matrix.</p> <p>In addition, the interface hours should be transferred to the "Conversion and Interface" tab of the RFP-317 03-134 Att 6.4 Technical Proposal Supplement. The hours should be included in the total interface hours on the "1-HR-Pay Cons Hrs by Mo" tab for HR/Payroll interfaces or the "2- FI Cons Hrs by Mo" tab for Finance/Procurement/Logistics interfaces.</p> <p>The total cost of the HR/Payroll interfaces should be identified on "Interfaces" line of the "2 HR-Pay Impl Cost" tab of the Cost Proposal Supplement. The total cost of the Finance/Procurement/Logistics interfaces should be identified on the "Interfaces" line of the "3 FI-Proc-Log Impl Cost" tab.</p>
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92	<p>What is a "returnable codes Help Screen"?</p> <table><tr><td>BA 27.00</td><td>System should provide passive and returnable codes HELP screens must be available to the users.</td></tr></table>	BA 27.00	System should provide passive and returnable codes HELP screens must be available to the users.	<p>This requirement relates to field level and error message level help. Error message level help is when the user places the cursor on the error message text and presses a function key to get additional information concerning the error.</p>																
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93	<p>Are these items related to direct billing? Can Tennessee further clarify the requirements below?</p> <table><tr><td>BA 69.00</td><td>System should provide the ability for the Benefits module to generate Accounting entries for:</td></tr><tr><td>BA 69.01</td><td>Recording monies received as unearned.</td></tr><tr><td>BA 69.02</td><td>Reduce unearned monies and recognize revenue as coverage is certified.</td></tr><tr><td>BA 69.03</td><td>Reduce revenue and record unearned revenue for retroactive payments</td></tr></table>	BA 69.00	System should provide the ability for the Benefits module to generate Accounting entries for:	BA 69.01	Recording monies received as unearned.	BA 69.02	Reduce unearned monies and recognize revenue as coverage is certified.	BA 69.03	Reduce revenue and record unearned revenue for retroactive payments	<p>No, these items are not related to direct billing.</p> <p>These items are for premium processing and certification of insurance programs. The State of Tennessee's health insurance programs are all self-insured. Premiums are received and remain unearned until the coverage is certified, at which time the monies become earned.</p> <p>Revenue is reduced and monies recorded as unearned when an insurance program is retroactively changed to a lower level of coverage (family to single) or a lower level program (PPO to HMO). Unearned revenue is applied/posted to the individual employee and/or employer's account as excess premiums paid. Excess revenue will be refunded or returned to revenue as determined by the State of Tennessee's Division of Insurance.</p>						
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94	<p>Can Tennessee provide an example of how an address change might affect insurance or eligibility?</p> <table><tr><td>BA 101.00</td><td>System should provide ability to monitor work location and residence address changes and trigger notification of those events affecting all insurance and eligibility.</td></tr></table>	BA 101.00	System should provide ability to monitor work location and residence address changes and trigger notification of those events affecting all insurance and eligibility.	<p>Based on program eligibility rules, participants must live or work in a specified service area (i.e., county) to be eligible to participate in an HMO or POS health insurance program.</p>												
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95	<p>Can Tennessee clarify the term 'excess funds' and 'user defined rules'</p> <table><tr><td>BA 104.00</td><td>System should provide the ability to track, refund, and apply excess funds to all transactions subject to user defined rules</td></tr><tr><td>BA 118.00</td><td>System should provide the ability to track, refund, and apply excess funds to all transactions subject to user defined rules.</td></tr></table>	BA 104.00	System should provide the ability to track, refund, and apply excess funds to all transactions subject to user defined rules	BA 118.00	System should provide the ability to track, refund, and apply excess funds to all transactions subject to user defined rules.	<p>Excess funds are the amount paid which exceeds the monthly premium due. In this requirement, the State of Tennessee's Division of Insurance defines when and what amount should be refunded to the participant and/or employer based on the reason for the overage.</p>										
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96	<p>Can Tennessee clarify the term 'Various Criteria'?</p> <table><tr><td>BA 141.00</td><td>System should track and monitor utilization of benefit plans by various criteria.</td></tr></table>	BA 141.00	System should track and monitor utilization of benefit plans by various criteria.	<p>Examples of the various criteria include the following:</p> <ul style="list-style-type: none">• Number of participants by Organization Unit• Number of participants in certain geographic locations• Number of participants enrolled program type• Number of actively employed participants• Number of previously employed participants, (retired and COBRA)• Age, Sex, Salary												
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97	<p>Can Tennessee clarify 'base rate' to explain per session and per visit? How would 7.05 and 7.06 be applied to pay rate and salary schedule?</p> <table><tr><td>CC 7.00</td><td>System will record base rate as follows:</td></tr><tr><td>CC 7.01</td><td>Per annum</td></tr><tr><td>CC 7.02</td><td>Per month</td></tr><tr><td>CC 7.03</td><td>Per day</td></tr><tr><td>CC 7.04</td><td>Per hour</td></tr><tr><td>CC 7.05</td><td>Per session</td></tr><tr><td>CC 7.06</td><td>Per visit.</td></tr></table>	CC 7.00	System will record base rate as follows:	CC 7.01	Per annum	CC 7.02	Per month	CC 7.03	Per day	CC 7.04	Per hour	CC 7.05	Per session	CC 7.06	Per visit.	<p>Base rate per session or per visit would involve a calculation of a pay rate per session or visit to determine pay. An example is the number of in-home health care visits by a state employee multiplied by a rate per visit will calculate pay amount for the pay period.</p>
CC 7.00	System will record base rate as follows:															
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CC 7.05	Per session															
CC 7.06	Per visit.															

98	Can Tennessee clarify what 'other variables' might be included in this requirement?		<p>Additional examples of other variables as of a certain date might include a combination of a period of time with each item as listed in 9.01 through 9.17 and 69.01 through 69.15.</p> <p>An additional example is a person who gains experience in a certain skill such as recruiting for a two year period may become eligible for an increase.</p> <p>The work location example may be a combination of a period of time such as two years working as a guard for a maximum security correctional unit.</p>
	CC 9.18	Status of any other variable as of a particular date (ex - work location 2 years ago).	
	CC 69.16	Status of any other variable as of a particular date (ex - work location 2 years ago).	
99	Can Tennessee clarify this requirement?		<p>The system should charge the matching cost expenditures to the correct pay period in the employee record and should post to the correct accounting period in the financial system.</p>
	CC 17.00	System must record the pre-payment of state contributions to retirement to appropriate the period.	
100	Can Tennessee explain this requirement in more detail?		<p>CC 39.01 is the ability, when a change is made in a classification, that the change is interfaced or integrated with the application process. If the changes affect positions that are in the process of being filled, the applicant process should also have these updates.</p>
	CC 39.00	System must have the ability to change any of the data elements (fields) on the class record and:	
	CC 39.01	Interface with Applicant Services.	
101	Can Tennessee further describe 'Appropriate Edits'?		<p>For CC 41 and CC 59, the appropriate edits for an abolishment would be to ensure that no employee is currently in a class or position that is being deleted or inactivated.</p> <p>For CC 57, the appropriate edits would be tied to a central security role that would be assigned the ability to make the reclassification changes. Department of Personnel will decide who is given the security role.</p>
	CC 41.00	System must allow the abolishment (deletion) of a class with appropriate edits.	
	CC 57.00	System must have the ability to reclass positions from one classification to another with edits defined by Department of Personnel.	
	CC 59.00	System must have the ability to abolish (delete) a position with edits defined by Department of Personnel.	
102	Can Tennessee explain this process in more detail?		<p>The system should have the ability to generate mass position changes based upon defined criteria. For example, the State decides to reclassify all Secretary II positions to the Administrative Office Assistant I classification. The system should support an automated method to make the change to the position and to all individuals in the classification.</p>
	CC 53.00	System must have the ability to process mass positions created (established).	
103	Can Tennessee explain the audit process in more detail?		<p>The system should have the ability to provide a history of all changes made to an employee's record, a position record, and classification information. This history would be used by the State to monitor appropriateness and accuracy of modifications.</p>
	CC 81.00	System should provide ability to capture and maintain pertinent information associated with job classification audits.	
104	Can Tennessee define 'overlap' in this requirement?		<p>The overlapping of position is the ability to have more than one individual in the same position at the same period of time. The State currently uses the capability when training an individual to fill a new position. This training is provided by the former position holder prior to their separation from the position. Both individuals would be paid from the same position.</p>
	CC 99.00	System must be able to track overlapped positions.	

105	<p>Please explain the process of “freezing exemption requests” in further detail?</p> <table><tr><td>PA 30.00</td><td>System should provide templates for freeze exemption requests and other exception requests that are created in the agency and processed through workflow for approval.</td></tr></table>	PA 30.00	System should provide templates for freeze exemption requests and other exception requests that are created in the agency and processed through workflow for approval.	PA 30.00 – At certain points, the Governor will put into effect a "freeze" on the hiring process for all vacant positions that prevents state agencies from filling those positions without prior approval. When an agency wishes to hire someone during the time a "freeze" is in effect, the agency sends a "freeze exemption request" to the Department of Personnel (DOP). The DOP will either deny or approve the request. If the request is approved, the agency will begin the process to fill the position.																			
PA 30.00	System should provide templates for freeze exemption requests and other exception requests that are created in the agency and processed through workflow for approval.																						
106	<p>Please elaborate on an example of an automatic salary change? Are these mass changes based on one rule?</p> <table><tr><td>PA 84.00</td><td>System should provide the ability to automatically calculate salary changes based on salary policy established for individual transactions.</td></tr></table>	PA 84.00	System should provide the ability to automatically calculate salary changes based on salary policy established for individual transactions.	PA 84.00 – This is for individual employee transactions, not mass changes. System recognizes what salary policy to use based on an individual salary transaction (i.e. promotion for an individual) and automatically calculates the change. Based on that individual's salary range, the system should automatically calculate the various changes for that employee.																			
PA 84.00	System should provide the ability to automatically calculate salary changes based on salary policy established for individual transactions.																						
107	<p>Please describe an example of a user-defined security requirement?</p> <table><tr><td>PA 162.00</td><td>System should provide user defined security requirements.</td></tr></table>	PA 162.00	System should provide user defined security requirements.	PA 162.00 – Our requirement numbering shows that the user defined security requirement is PA 163.00. With this in mind, the requirement for PA 163 is to have the capability of securing at various levels, i.e., by screen, by transaction, by field, user/job/position, etc.																			
PA 162.00	System should provide user defined security requirements.																						
108	<p>Please define work distribution fields?</p> <table><tr><td>PY 137.00</td><td>System should provide tracking reports linked to work distribution fields</td></tr></table>	PY 137.00	System should provide tracking reports linked to work distribution fields	Work distribution fields are accounting codes such as organization, appropriation, grant, project, and work order that are used to record and monitor expenditures based upon time spent in these areas.																			
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109	<p>Please describe the reassessment process?</p> <table><tr><td>TL 103.02</td><td>Periodic reassessment and periodic reprocessing (monthly) if leave balance not available and employee on qualifying leave the month before reassessment.</td></tr></table>	TL 103.02	Periodic reassessment and periodic reprocessing (monthly) if leave balance not available and employee on qualifying leave the month before reassessment.	TL 103.02 – Employees enrolling in the Sick Leave Bank must transfer a set number of sick leave hours to the bank as part of the eligibility requirements to join the Bank. To ensure the Bank remains solvent, the enrolled employees may be assessed (called reassessment) additional sick leave hours annually. Employees who do not have enough sick leave hours when the annual reassessment is run, are given 12 months to attain the hours before they are removed from the Sick Leave Bank.																			
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110	<p>Could you please define the minimum standards of these organizations that apply to this RFP?</p> <table><tr><td>TR</td><td>31.00</td><td>The system shall comply with the minimum standards for the following organizations:</td></tr><tr><td>TR</td><td>31.01</td><td>CALEA (Commission Accreditation of Law Enforcement)</td></tr><tr><td>TR</td><td>31.02</td><td>OSHA (Occupational Safety and Health Administration)</td></tr><tr><td>TR</td><td>31.03</td><td>TOSHA (Tennessee Occupational Safety & Health Administration)</td></tr><tr><td>TR</td><td>31.04</td><td>POST (Police Officer Standard Training)</td></tr><tr><td>TR</td><td>31.05</td><td>AICPA (American Institute of Certified Public Accountants)</td></tr><tr><td>TR</td><td>31.06</td><td>Property Assessors organization.</td></tr></table>	TR	31.00	The system shall comply with the minimum standards for the following organizations:	TR	31.01	CALEA (Commission Accreditation of Law Enforcement)	TR	31.02	OSHA (Occupational Safety and Health Administration)	TR	31.03	TOSHA (Tennessee Occupational Safety & Health Administration)	TR	31.04	POST (Police Officer Standard Training)	TR	31.05	AICPA (American Institute of Certified Public Accountants)	TR	31.06	Property Assessors organization.	TR 31.00–TR 31.06 – The Training module should be able to designate that the training qualifies for an organization's continuing education requirements. The training class information should allow for tracking of hours completed and expiration dates by individual organizations.
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TL 103.02	Periodic reassessment and periodic reprocessing (monthly) if leave balance not available and employee on qualifying leave the month before reassessment.			
115	<p>RFP 317.03-134 Att 6.8 HR Payroll Requirements.xls PA 30.0</p> <p>System should provide templates for freeze exemption requests and other exception requests that are created in the agency and processed through workflow for approval.</p> <p>Can the State please provide additional information regarding this requirement?</p>	Please see Written Comment # 105.		
116	<p>TL 36.0</p> <p>System allows input of time and leave in decimal increments in tenths.</p> <p>Can the State please provide additional information regarding this requirement?</p>	TL 36.0 – An example would be 0.1 through 0.9 based on the number of hours used/earned.		
117	<p>TL 59.0</p> <p>System should automatically compensate for daylight savings time.</p> <p>Can the State please provide additional information regarding this requirement?</p>	TL 59.0 – Based on the federal calendar, system should be able to track/calculate total number of hours for daylight savings time (i.e. fall back day equals 25 hours or spring ahead day equals 23 hours).		
118	<p>TL 60.0</p> <p>System should automatically compensate for daylight savings time based on new federal guidelines.</p> <p>Can the State please provide additional information regarding this requirement?</p>	TL 60.0 – Same answer as Written Comment # 117 with the addition of new law which was passed recently that is going to change the day in which calendars are adjusted for daylight savings time.		

119	<p>Legal/Contracts Clarification Questions:</p> <p>Our review of the State of Tennessee's proposed Contract for software licenses raises several serious concerns. Most significantly, we do not believe we can enter into a direct contract with the State that provides for the payment of licenses to the COTS vendor by the system integrator (SI). That arrangement would cause numerous accounting issues for the transaction, as we are not permitted to have license revenue too closely associated with the work conducted by the SI. That problem is further compounded by the fact that the contract would provide for periodic payments for the software, which would further tie the software sale to the implementation from an accounting perspective. Therefore, we do not anticipate being able to accept the contract as currently structured.</p> <p>However, we believe that either of the following approaches will better assist the State in meeting its objectives in acquiring COTS software licenses:</p> <p>a) If the State prefers to have a single contract with the system integrator, the RFP should simply state that the SI is responsible for obtaining the necessary licenses from the COTS vendor. Under such an arrangement, the COTS vendor would give the SI the right to sublicense, or "pass through" its software license and related business terms to the State. Typically, in that scenario, the State's contract with the SI has an initial milestone and associated payment, which requires the SI to obtain and install the software. This provision then allows the SI to officially place the order to the COTS vendor for the software and pay for the entire cost of the software in one payment. This arrangement creates the desired single point of contact for the State, and avoids any confusion associated with having a separate contract with the software vendor.</p> <p>b) In the alternative, we are of course amenable to entering into a direct contract with the State for the provision of the COTS software. However, for a variety of reasons, mainly having to do with our accounting requirements, that direct contract cannot be tied into the State's contract with the SI. Under this approach, the COTS vendor and the State would execute a separate contract that contains an express license grant, terms for the provision of Technical Support and a variety of other terms, and the State would directly pay the COTS vendor for the software licenses in a single payment. While that contract would differ in some respects from the contract provided in the RFP, it would address most, if not all, of the State's concerns and would include many of your standard clauses (choice of law, etc).</p>	Answer pending.
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120	<p><i>RFP Section C.3.c.i. states "The software-specific payments above are due to the Primary Vendor and subcontractors providing software (if applicable). However, throughout the term of this Contract, the State shall make all software-specific payments in the form of reimbursements to the Contractor. That is, the Contractor shall pay the Primary Software Vendor and any other subcontractors providing software components for the system; and then, upon the Contractor providing proof to the State that the Contractor has paid the Primary Software Vendor and subcontractors, the State shall reimburse the Contractor for the exact amount of the software-specific payments."</i></p> <p>Would the State consider allowing the Contractor to provide proof to the State that the Contractor has received an invoice from the Software vendor(s) and the Contractor has initiated a purchase order for this invoice as the requirement for which the State shall provide payment to the Contractor for the exact amount of the software-specific payments?</p>	Answer pending.
121	<p>Regretfully, for a COTS software provider, we are held to some rather unique accounting requirements. Accordingly, the following comments are of a critical nature and if not resolved/negotiated to a reasonable standard will have significant software revenue and accounting implications that will seriously deter a software provider to submit a proposal to the State under this RFP.</p> <p>Would the State agree to confirm in the document that the "Contract" (used throughout the document) is the Software Licensure Contract?</p>	Answer pending.
122	<p>Please delete the reference to the RFP throughout Attachment A that State references the RFP. We cannot include the RFP in the contract because it creates legal and business issues, and much of the RFP does not apply to the software vendor. Would the State agree to deleting references to the RFP in Attachment A?</p>	Answer pending.
123	<p>While we recognize this information as being correct, we believe there is an inherent contradiction between referring to a "Prime Contract" and a Contract direct with State as different contracts. Based upon other recommendations herein, we believe this paragraph can be deleted. While section A.2.a defines the Prime Contractor and its relationships, this information is not needed in the software contract since the software vendor will have a direct relationship. Will the State agree to delete A.2.a?</p>	Answer pending.
124	<p>If the State allows the deletion of A.2.a, may we revise all references from subcontractor to "Contractor"?</p>	Answer pending.
125	<p>Since the State's Contract has the State and the software provider signing the contract, this section appears to be in conflict with the Contract and should be deleted. Since the State will have a direct relationship with the software vendor, A.2.c appears to be in conflict with the Contract. May we delete A.2.c?</p>	Answer pending.

126	<p>We understand the State's intent in A.2.d, and want to know if the State would accept the following alternative language to replace A.2.d in its entirety:</p> <p>"Software provider agrees to fully cooperate with Licensee's implementation vendor, hardware vendor, other software vendors, and/or contractors throughout the implementation of the Software, and thereafter, to assist in the determination of the cause of any issues related to the Software and/or system as implemented. Software provider agrees to be responsible, in accord with the Warranty and Maintenance provisions of this Agreement, for the resolution of issues as related to the Software licensed by Software provider.</p>	Answer pending.
127	<p>Software Provider is required to take direction from whomever the State approves as their authorized representative. We understand the State's intent in A.2.e, and want to know if the State would accept the deletion of A.2.e since the Software Provider is required to take direction from whomever the State approves as the authorized representative.</p>	Answer pending.
128	<p>Please revise so that the Contract refers to a more detailed attachment that names the specific software and terms. The brevity of A.3.a does not allow our software firm to provide the necessary details for the licensed software components. Would the State allow a more detailed attachment so that names the specific software and terms?</p>	Answer pending.
129	<p>Please delete as Software provider will install and demo prior to the Contract but not after Contract is signed. Upon execution of this Contract the software provider will have already completed the demonstration process; additionally the software installation is part of the implementation process and is the responsibility of the Software Integrator. Therefore, may we delete A.3.b.i?</p>	Answer pending.
130	<p>Please insert that the State's decision to have the payments come through a third party does not insulate the State from timely payments and Software provider has recourse to the State for all payments hereunder. While the State prefers payments to the software vendor through a third party, this Contract will commit the State to all payments for obtaining these software licenses. Since the State will be committed to paying, would the State agree to insert text in A.4.a saying that "the State's decision to have the payments come through a third party does not insulate the State from timely payments and Software provider has recourse to the State for all payments hereunder"?</p>	Answer pending.

131	<p><i>RFP Section A.4.b states, "The parties to this Agreement expressly contemplate and anticipate that the Prime Contract between the State and the Prime Contractor may terminate before the completion date of this Agreement. In this event, this Contract will be amended, without any further action or consent by any party, so that Contractor will provide the licensing of software and the support and maintenance of such software directly to the State and shall be paid by the State".</i></p> <p>This clause is not needed as the terms that Software provider proposes hereunder already provides the Software and the annual support directly to the State. Since the software provider will have a direct relationship with the State, references to changes in the separate contract between the State and the software implementer are not necessary in the software contract. Therefore, would the State agree to the deleting of A.4.b?</p>	Answer pending.
132	<p><i>RFP Section A.4.c states, "The State intends to terminate the Prime Contract upon the completion and State's written acceptance of the final Year-End Support Acceptance Checklist. In the event of a termination of the Prime Contract for this or any other reason, this Contract shall survive said termination."</i></p> <p>This clause is not needed as the terms that Software provider proposes hereunder already provides the Software and the annual support directly to the State. Since the State's contract with the software implementer will be a separate agreement and termination of that agreement is not relevant to the software contract, may we delete A.4.c?</p>	Answer pending.
133	<p>Software provider has one Maintenance offering that is the same across all customers. We submit the specific Maintenance offering as an attachment to this Contract. Should the State select our Prime Contractor's bid, the State may then enter into agreements with our software firm as well as others. Throughout A.5 there are references to providing support. Will the State recognize that it will have individual maintenance agreements for each software product in which the State enters into a contract?</p>	Answer pending.
134	<p>Software provider has one existing Escrow Agreement with an established Escrow Agent that is the same across all customers. Our software firm has thousands of customers, and for them we use one Existing Escrow Agreement with an established Escrow Agent. Will the State agree to use this same Escrow Agreement and Escrow Agent as have all other public sector and commercial organizations?</p>	Answer pending.

135	<p>We understand the State's intent in B.2. However, certain terms that are important to the software vendor as well as the State are missing. Would the State agree to delete the current text and insert the following in its place?</p> <p>"Software provider grants, a non-exclusive, perpetual (unless terminated in accordance with the Termination clause herein) license to Use the Software, Documentation, other Proprietary Information, at specified site(s) within the Territory to run Licensee's internal business operations and to provide internal training and testing for such internal business operations and as further set forth in Appendices hereto. This license does not permit Licensee to use the Proprietary Information to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training). Business Partners may have screen access to the Software solely in conjunction with Licensee's Use and may not Use the Software to run any of their business operations.</p> <p>Licensee agrees to install the Software only on hardware identified by Licensee pursuant to this Agreement that has been previously approved by Software provider in writing or otherwise officially made known to the public as appropriate for Use or interoperation with the Software (the "Designated Unit"). Any individuals that Use the Software including employees or agents of Subsidiaries and Business Partners, must be licensed as Named Users. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system."</p>	Answer pending.
136	<p>We understand the State's intent in C.1. However, C.1 does not address late payment nor does it address potential taxes. Would the State agree to delete the third sentence and insert the following in its place?</p> <p>"Licensee shall pay the license fees for the Software and maintenance fees on the terms in Appendices hereto Any fees not paid when due shall accrue interest at the rate of 18% per annum, but not to exceed the maximum amount as allowed by law.</p> <p>Fees and other charges described in this Agreement, or in Software provider's most recent list of prices and conditions, do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. With respect to state/local sales tax, direct pay permits or valid tax-exempt certificates must be provided to Software provider prior to the execution of this Agreement. If Software provider is required to pay Taxes, Licensee shall reimburse Software provider for such amounts.</p>	Answer pending.

137	Payment for Maintenance Services is annually in advance. While payment for the implementation may be attached to milestones, as a software provider we will deliver maintenance services in a way that is entirely unrelated to those milestones. Since we will start providing maintenance services as soon as the State receives our software, will the State pay for those services since they will be receiving them? Secondly, if the State is willing to pay for those services, we propose paying for Maintenance annually in advance, which is the standard practice for our customers. Is the State willing to pay annually in advance like others?	Answer pending.
138	If payment is not received by the State or the State's authorized third party representative, Software provider shall discontinue Maintenance Services. As a software provider, we need to be paid for maintenance services delivered, however, if neither the authorized third-party representative nor the State pays for these services, then we need to terminate maintenance. Will the State agree to termination of maintenance due to lack of payment, and may we document this in the Contract?	Answer pending.
139	Since software vendor is providing COTS software, would the state agree to revise the payments terms to Net 30 days from software delivery, which is our standard practice with our thousands of customers?	Answer pending.
140	Since the Contract for software licenses is perpetual, the State will have the right to use maintenance even if the Contract term ends. Would the State agree to the deletion of C.3.c?	Answer pending.
141	The State's contract for software licenses will be independent and separate from that of the software implementer, so would the State agree to the deletion of C.3.d?	Answer pending.
142	Since the State seems to expect maintenance payments to be on an annual basis as outlined in C.3.a, would the State agree to revise C.3.e to be consistent and make payments on an annual basis an not link payments to implementation milestones?	Answer pending.
143	Our public sector and commercial customers that choose to negotiate maintenance fee price increase terms agree to limit such price increase to CPI + 5%. Would the State agree to limit price increases on maintenance fees to not exceed CPI + 5%?	Answer pending.
144	We understand the State's intent in C.7, but believe that such offset should be limited to this contract. Would the State agree to limit offsets for issues only in this contract?	Answer pending.
145	Our software firm prefers electronic payment, but would like to review the form that the State has prior to submitting our RFP. Would the State be able to provide us with the "Authorization Agreement for Automatic Deposit (ACH Credits) Form" as an attachment to the RFP?	The State's Automated Clearing House (ACH) Credits form has been added as a Contract Attachment. See Amendment # 2, Item T.

146	<p>If on the contract, all of the State's signature lines are signed by the State; does that mean that the Contract is approved by the State? If not, then how will we know when the contract is approved? If the contract is approved by means above and beyond the signatures on the Contract, may we inset an item on the Contract like a signature that means that the contract is approved?</p>	<p>When the contract is approved and signed by all the appropriate state officials in accordance with applicable Tennessee state laws and regulations, the state will send, at its earliest convenience, a copy of such to the contractor.</p>
147	<p>We understand the State's intent in D.2, however, since this contract is separate from that of the software implementer, would the State agree to the deletion of the second sentence?</p>	<p>Answer pending.</p>
148	<p>We understand the State's intent in D.3 and D.4 regarding termination; however, our software firm has used alternative language with other customers. Would the State agree to deleting the text in D.3 and D.4 and replacing it with the following text?</p> <p>This Agreement and the license granted hereunder shall become effective as of the date first set forth above and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives Software provider written notice of Licensee's desire to terminate this Agreement, for any reason, but only after payment of all License and Maintenance Fees then due and owing; (ii) thirty days after Software provider gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6 or 10, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any money due hereunder, unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.</p> <p>Upon any termination hereunder, Licensee and its Subsidiaries shall immediately cease Use of all Software provider Proprietary Information. Within thirty (30) days after any termination, Licensee shall deliver to Software provider or destroy all copies of the Software provider Proprietary Information in every form. Licensee agrees to certify in writing to Software provider that it has performed the foregoing. Sections (as mutually agreed) shall survive such termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee.</p>	<p>Answer pending.</p>

149	<p>Software provider has resources around the world that provide “follow-the-sun” Maintenance services for our over 20,000 customers and therefore cannot agree that all subcontractors (that may assist with maintenance services) will be approved by the State.</p> <p>Our software firm will provide services to the State via our Maintenance program, and the text in D.5 is not realistic based on the number of resources and the various locations where we hire them. Would the State agree to deleting the language in D.5 and replacing it with the following text?</p> <p>Licensee may not, without Software provider's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the Software provider Proprietary Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. Software provider may assign this Agreement to its parent company.</p>	Answer pending.
150	<p>We understand the State's intent in D.14, and would the State agree to add the following text to the end of the sentence? “related to workplace, health, and safety, equipment, labor, and eligibility requirements to conduct business that directly apply to Software provider by law, rule or regulation.”</p>	Answer pending.
151	<p>We understand the State's intent in D.16. However, would the State agree to add the following additional sentence?</p> <p>“This Contract shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to Software provider.”</p>	Answer pending.
152	<p>Please clarify that once the Contract is signed that the State has the funding for the Software and that the Software fee is not subject to funds availability. If the State signs the software Contract and it is approved by the State, does the language in E.3 mean that the Software fees to be paid are no longer subject to funds availability?</p>	Answer pending.

153	<p>We understand the State's intent in E.4.a, b, c, and d. However, these clauses are critically important to a software provider. Would the State agree to deleting E.4.a, b, c, and d and replacing them with the following text, which has been accepted by thousands of our other customers?</p> <p>(a) Licensee may make Modifications and Extensions to the Software, other than third party software, for Use on the Designated Unit(s) under the terms set forth in this section. Licensee shall register all Modifications to the Software with Software provider prior to making such Modifications. Licensee agrees to insert in all copies of the Software as modified all copyright, trade secret, or other notices thereon or therein as Software provider may from time to time direct.</p> <p>(b) In the event Licensee without Software provider's participation develops any Modification or Extension (hereinafter referred to as "Licensee Extension" or "Licensee Modification") to the Software, Licensee shall have all rights, title, and interest in such Licensee Modification or Licensee Extension subject to [Vendor]'s rights in the Software. Licensee agrees to offer Software provider the first right to negotiate a license to or assignment of such Licensee Modification or Licensee Extension and the parties agree to negotiate such rights in good faith. Licensee agrees that prior to Software Provider's waiver of its first right to negotiate, such Licensee Modification or Licensee Extension will be used solely in connection with Licensee and its Affiliates' business operations, and that such Licensee Modification or Licensee Extension will not be marketed, licensed or sublicensed, sold, assigned, or otherwise transferred or made available to any third party or other entity.</p> <p>(c) In the event Software provider develops either independently, or jointly with Licensee, any Modification or Extension to the licensed Software, such Modification or Extension and all rights associated therewith will be the exclusive property of Software provider and its parent company, and Licensee will not grant, either expressly or impliedly, any rights, title, interest, or licenses to such Modifications or Extensions to any third party. Licensee shall be entitled to Use such Modifications and Extensions developed for or with Licensee on the Designated Unit(s) under the terms set forth in this Agreement. Licensee agrees to assign all right, title and interest in and to jointly developed Modifications and Extensions to Software provider. Licensee agrees to execute, acknowledge and deliver to Software provider all documents and do all things necessary, at Software provider's expense, to enable Software provider to obtain and secure such Modifications or Extensions throughout the world. Licensee agrees to secure the necessary rights and obligations from relevant employees, or third parties in order to satisfy the above obligations.</p> <p>(d) The parties hereto agree that the granting of any rights, title, or interest to Licensee in any Modification or Extension shall not be construed by the parties hereto, any court of law or equity, or any arbitration panel to mean that Software provider has granted or given up any rights, title, or interest in or to the Software provider Proprietary Information.</p> <p>(e) Licensee agrees not to take any action that would limit Software provider's independent development, sale, assignment, licensing or use of its own Software or Modifications or Extensions thereto.</p>	Answer pending.
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154	<p>The Contract between the State and the Software vendor is a most important document in defining our relationship and responsibilities to one another. As a software vendor, we want to make every effort to document that relationship and requirements in the contract terms and conditions. While there are additional documents, such as the RFP and our proposal response, such additional documents may be open for interpretation and do not provide the clarity as terms and conditions in a Contract. Our software firm's standard business contract is to use only the negotiated terms and conditions in the Contract, and never to include any additional documentation such as an RFP and Proposal response. Based on our application of the software accounting revenue recognition rules (American Institute of Certified Public Accountants' ("AICPA") Statement of Position ("SOP") 97-2, "Software Revenue Recognition," ("SOP 97-2")) <u>including RFP and Proposal response as part of the software contract will not allow us to recognize any revenue from this contract.</u> Will the State allow the deletion of E.5.b, c, d and e?</p>	Answer pending.
155	<p>As a software provider we understand and respect the State's request for confidentiality. Will the State do the same and make this clause reciprocal?</p>	Answer pending.
156	<p>We understand the State's intent in E.8. However, would the State agree to add the following text to E.8? "Indemnity is for Licensee's Use of Software against United States patents and/or copyrights. The indemnity will not apply if the alleged infringement results from Use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, or unlicensed activities and so long as Licensee promptly notifies Software provider in writing of any such claim and Software provider is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Licensee. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Software provider. Software provider may settle any claim on a basis requiring Software provider to substitute for the Software and Documentation alternative substantially equivalent non-infringing programs and supporting documentation. Licensee shall not undertake any action in response to any infringement or alleged infringement of the Software and Documentation.</p> <p>THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SOFTWARE PROVIDER AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.</p>	Answer pending.
157	<p>Will the State consider that this provision does not apply to a Software License Agreement?</p>	Answer pending.
158	<p>Can the State please provide the specific requirement under Tennessee law that restricts the use of binding arbitration or meditation? Can the State please provide the specific requirement under Tennessee law that restricts the use of injunctive relief or the payment of court costs or attorney fees?</p>	Answer pending.

159	<p>While using the software our customers are sometimes unaware of the number of users on the system compared to what has been licensed. With all of our customers we have a clause that allows us to perform periodic system audits. Would the State agree to insert the following additional clause to the software contract?</p> <p>Please insert the following Audits rights to the Software:</p> <p>Software provider shall be permitted to audit (at least once annually and in accordance with provider's standard procedures) the usage of the Software provider Proprietary Information. In the event an audit reveals that Licensee underpaid License and/or Maintenance Fees to Software provider, Licensee shall pay such underpaid fees based on Software provider's list of prices and conditions in effect at the time of the audit.</p>	Answer pending.
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160	<p>We appreciate the State's efforts in creating a Software Contract. However, there are certain definitions missing from it that are critically important if the State were to have a contractual relationship with our firm. Will the State agree to add the following definitions to the Contract? Please insert the following Definitions:</p> <p>"Business Partner" means an entity that requires access to the Software in connection with the operation of Licensee's business, such as customers, distributors and suppliers.</p> <p>"Documentation" means Software provider's documentation which is delivered to Licensee under this Agreement.</p> <p>"Modification" means a change to the Software that changes the delivered source code or an enhancement to the Software that is made using Software provider tools or utilizing or incorporating Software provider Proprietary Information.</p> <p>"Named Users" means any combination of users licensed under this Agreement.</p> <p>"Proprietary Information" means: (i) with respect to Software provider and/or its parent companies (the licensor of the Proprietary Information to Software provider), the Software and Documentation, any other third-party software licensed with or as part of the Software, benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications; (ii) the concepts, techniques, ideas, and know-how embodied and expressed in the Software and (iii) information reasonably identifiable as the confidential and proprietary information of Software provider or Licensee or their licensors excluding any part of the Software provider or Licensee Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.</p> <p>"Software" means (i) all software specified in agreed upon Appendices hereto, developed by or for Software provider and/or its parent companies and delivered to Licensee hereunder; (ii) any new releases thereof made generally available pursuant to Maintenance; and (iii) any complete or partial copies of any of the foregoing.</p> <p>"Territory" means the United States of America.</p> <p>"Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.</p>	Answer pending.
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161	<p>The software product that we create and license for use is of critical importance to our firm, and we need to ensure its protection. Would the State agree to allow us that protection by adding the following clause to the contract?</p> <p>"Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Except for the rights set forth below, Licensee is not permitted to make derivative works of the Software and ownership of any unauthorized derivative works shall vest in Software provider. Software provider and Licensee agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. Neither party shall, without the other party's prior written consent, disclose any of the Proprietary Information of the other party to any person, except to its bona fide individuals whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 6 with respect to the Proprietary Information.</p>	Answer pending.
162	<p>In a software Contract it is important that warranty obligations be clearly defined for us and for our customers. Based on our experience with thousands of customers, would that State agree to create a clause using the following paragraphs to define those warranty obligations?</p> <p>"Software provider warrants that the Software will substantially conform to the functional specifications contained in the Documentation for six months following delivery. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by a Modification, Licensee, third-party software, or third party database. Software provider does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Licensee's business requirements.</p> <p>Express Disclaimer. SOFTWARE PROVIDER AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.</p>	Answer pending.

163	<p>In a software Contract we know how important it is to clearly define the liabilities that we have to our customers. Based on our experience with thousands of customers, would the State agree to add a clause in the contract to address liability using the text in the following four paragraphs?</p> <p>“Licensee's sole and exclusive remedies for any damages or loss in any way connected with the Software or Services furnished by Software provider and its licensors, whether due to Software provider's negligence or breach of any other duty, shall be, at Software provider's option: (i) to bring the performance of the Software into substantial compliance with the functional specifications; (ii) re-performance of Services; or (iii) return of an appropriate portion of any payment made by Licensee with respect to the applicable portion of the Software or Services.</p> <p>Not Responsible. Software provider will not be responsible under this Agreement (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by Licensee, a Modification, third-party software, or third party database. SOFTWARE PROVIDER AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED HEREUNDER.</p> <p>Limitation of Liability. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF PROPRIETARY INFORMATION, UNDER NO CIRCUMSTANCES SHALL SOFTWARE PROVIDER, ITS LICENSORS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.</p> <p>Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH</p>	Answer pending.
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164	<p>While the State has made great efforts to create a software contract, there are some miscellaneous obligations that are important to address for licensing our intellectual property. Would the State agree to add the following Miscellaneous Obligations?</p> <p><u>Counterparts.</u> This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.</p> <p><u>Export Control Notice.</u> The Software, Documentation and Proprietary Information are being released or transferred to Licensee in the United States and are therefore subject to the U.S. export control laws. Licensee acknowledges its obligation to ensure that its exports from the United States are in compliance with the U.S. export control laws. Licensee shall also be responsible for complying with all applicable governmental regulations of any foreign countries with respect to the use of the Proprietary Information by its Subsidiaries outside of the United States. Licensee agrees that it will not submit the Software to any government agency for licensing consideration or other regulatory approval without the prior written consent of Software provider.</p>	Answer pending.
165	Clarify the Proposer's effort for development and delivery of training as "at least 35%" of training resource yet "A" accountable.	As in the functional and technical areas, the Contractor will provide the leadership for the training efforts and is accountable for this area. The State intends to provide State resources for development and delivery of training as part of the Enterprise Readiness Team, up to 65% of the total resources dedicated to this area.
166	<p><i>RFP Section A.2 indicates that one of the functional areas that will be implemented in Phase I is Training/Employee Development.</i></p> <p>Is it the State's expectation that the Training/Employee Development module will be used for the rollout of training to the State's end users for Phase II (Finance/Procurement/Logistics) given the overlap between Phase I and Phase II?</p>	It is the State's intent to use this module to manage the training for Phase II.
167	<p><i>RFP Section 6.12.5 states, The Proposer shall describe its approach to providing "just-in-time" training to ensure that all State and supplier end users have the knowledge and capabilities necessary to effectively use the Edison application and technology. The description shall include the following:</i></p> <p><i>"Training and certification process for classes so that end users can obtain continuing education credit."</i></p> <p>Is the vendor expected to be the certifying party for the continuing education credits?</p>	The State will seek the appropriate certifications for continuing education credits. This is not a vendor responsibility.
168	How many concurrent users will be required for the Plant Maintenance Solution?	The State estimates that the current Plant Maintenance system has approximately 600 concurrent users. With the new functionality to be available in Edison, these numbers could change, although this will not be known until system design has been completed.
169	How many requestors does the state expect will submit work requests (PM 28.00 - Plant Maintenance)?	The State estimates that there are approximately 2500 total users who can currently create a work order request. With the new functionality to be available in Edison, these numbers could change, although this will not be known until system design has been completed.

170	Please complete the following table for hardware sizing information needed [See Attachment 1 for table]:	Please see the answer to Written Comment # 171. Regarding the classification of users into categories by usage volume, the State has no statistics on the current systems regarding this. The vendor, based on its implementation experience, is likely to have better estimates than the State regarding usage statistics, so the State has no additional information to offer other than the information presented in response to Written Comment # 171.																																
171	3,500 current users were identified. Can this number be broken down to each of the following categories: <ul style="list-style-type: none">• HR• Financials• Fleet• Budgeting• Self-service	<p>The State has re-examined the number of named user licenses required to operate the current legacy systems, and has amended RFP Attachment 6.6, Cost Proposal Supplement. See Amendment # 2, Item L.</p> <p>“Core system users” are any system users who perform an administrative function in Edison. “Core system users” includes both “power” users and casual users as well as users who approve procurement documents. “Approvers” are system users who will perform approval as part of an electronic workflow process for time, travel, or training. Approximately 24% of the Approvers are also Core System Users. The revised numbers are as follows:</p> <table><tr><td>Core System Users - HR Only</td><td>1,200</td></tr><tr><td>Core System Users - FI Only</td><td>2,800</td></tr><tr><td>Core System Users - HR & FI Only</td><td>2,700</td></tr><tr><td>Total Core Users (HR, FI, and HR & FI)</td><td>6,700</td></tr><tr><td>Approvers (time, travel, training)</td><td>5,000</td></tr><tr><td>Time Entry/Employee Self Service</td><td>53,000</td></tr><tr><td>Vendor Self-service</td><td>205,000</td></tr><tr><td>Insurance Claimant Self-Service</td><td>250,000</td></tr></table> <p>The number of licenses that the State would like to acquire should allow for the following:</p> <table><tr><td>Core System Users - HR Only</td><td>1,400</td></tr><tr><td>Core System Users - FI Only</td><td>3,150</td></tr><tr><td>Core System Users - HR & FI Only</td><td>3,050</td></tr><tr><td>Total Core Users (HR, FI, and HR & FI)</td><td>7,600</td></tr><tr><td>Approvers (time, travel, training)</td><td>5,660</td></tr><tr><td>Time Entry/Employee Self Service</td><td>60,000</td></tr><tr><td>Vendor Self-service</td><td>205,000</td></tr><tr><td>Insurance Claimant Self-Service</td><td>280,000</td></tr></table> <p>Regarding breaking down these users into the requested categories, all of the following user counts are included in the total numbers given above. Contract Attachment B, Section B.4.7, identifies current user estimates for major administrative systems that are expected to be replaced by Edison. The major HR/Payroll systems include SEIS and TIS. The major Financials/Procurement/ Logistics systems include STARS, T-STARS, TOPS and POST.</p> <p>The current fleet system has approximately 2000 end users, including 1400 casual users who enter mileage monthly, and there are an estimated 450 users of the current budget development system, including 300 program managers in the agencies with limited display and update rights. Self-service numbers are shown above.</p>	Core System Users - HR Only	1,200	Core System Users - FI Only	2,800	Core System Users - HR & FI Only	2,700	Total Core Users (HR, FI, and HR & FI)	6,700	Approvers (time, travel, training)	5,000	Time Entry/Employee Self Service	53,000	Vendor Self-service	205,000	Insurance Claimant Self-Service	250,000	Core System Users - HR Only	1,400	Core System Users - FI Only	3,150	Core System Users - HR & FI Only	3,050	Total Core Users (HR, FI, and HR & FI)	7,600	Approvers (time, travel, training)	5,660	Time Entry/Employee Self Service	60,000	Vendor Self-service	205,000	Insurance Claimant Self-Service	280,000
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Insurance Claimant Self-Service	280,000																																	
172	How many State employees would have distinct logon IDs, excluding Employee Self Service?	See Written Comment # 171.																																
173	What is the State's total procurement spend, direct spend plus services (or goods and services)?	For FY 2005, Goods were \$154,983,073.96 and Services were \$1,955,207,841.67. These numbers include Tennessee Dept. of Transportation (TDOT) spend less road and bridge construction.																																

174	What is the number of active vendors that would logon to the State's web site for supplier self-service (not for submitting electronic bids or auctions)?	As shown in Contract Attachment B, Section B.4.4, the current purchasing system (TOPS) has 60,000 active vendors. Including vendors paid through STARS from all other payments systems, the State estimates 205,000 active vendors total, which includes the active TOPS vendors. Although the decision will not be made until the system design phase of the project, the State expects to make the self-service application available to any active vendor.
175	What is the number of Treasury Users?	Treasury currently has six users of ARP (system that manages the redemption of warrants and checks) and six users that reconcile bank statements. The two combined have a total of nine different people (three are in both areas). With the new functionality to be available in Edison, these numbers could change, although this will not be known until system design has been completed.
176	What is the number of Developers who would have access?	The State expects the awarded vendor to help the State design a post-go-live support structure, which would include staff performing on-going system support and development. The State will also consider deploying reporting capability to agencies. Currently, as shown in Contract Attachment B, Section B.4.7, the major administrative systems that Edison will be replacing employ 21 FTE programmers.
177	How many surplus property auction sales contracts does the State expect to handle in a year?	Currently, there are approximately 4000 surplus property auction sales contracts annually.
178	6.11.5 Attachment 6.11, Page 205 Will the State provide performance metrics that are being achieved by the current system(s)?	Edison will replace a large number of current systems, which operate in environments that are not comparable to the architecture of current ERP solutions. Any performance metrics that might be available would be meaningless and analogous to comparing "apples to oranges", hence, no metrics will be provided.
179	Exception Request – iAuthor	Exception Request Approved
180	Exception Request – Control-M for Distributed Systems	The State approves this product to be proposed for job management and job scheduling in the system. However, we would prefer the use of CA AutoSys for these functions. The State anticipates the adoption of CA AutoSys as a State standard. Therefore, if proposed, CA AutoSys will be procured by the State and the Proposer does not need to include its cost in the Cost Proposal.
181	Exception Request – CORE One-Step Payment Processing System	The CORE product cannot be approved without supporting documentation that identifies the technical infrastructure required for the product. Therefore, at this time, the product is disapproved. The State will reconsider its usage if the technical infrastructure is provided in the Follow-up Written Comments.
182	Exception Request – FileNET Application Connector for SAP R/3, J2EE Edition	Exception Request Approved
183	Exception Request – PatternStream	Exception Request Approved
184	Exception Request – MS Project Server 2003	Exception Request Approved
185	Exception Request – ViewDirect For Solaris	Exception Request Approved
186	Exception Request – Insight Enterprise	Exception Request Approved

187	Exception Request – Genifax	Genifax cannot be approved unless confirmed to interface with GroupWise, the State's standard email system. Therefore, at this time, the product is disapproved. The State will reconsider its usage if evidence of the interface is provided in the Follow-up Written Comments.
188	Exception Request – ANT	Exception Request Approved
189	Exception Request – Putty	Exception Request Approved
190	Exception Request – mySAP Business Suite	Exception Request Approved
191	Exception Request – TaxFactory	Exception Request Approved
192	Exception Request – VIP	Exception Request Approved
193	Exception Request – RWD InfoPak	Exception Request Approved
194	Exception Request – Oracle's PeopleSoft Enterprise	Exception Request Approved
195	Exception Request – FleetFocus	Exception Request Approved
196	Exception Request – FacilityFocus	Exception Request Approved
197	Exception Request – OutlookSoft CPM	Exception Request Approved
198	Exception Request – Segue's SilkPerformer	The State anticipates an integrated testing solution using the State standard Compuware Test Management, Functionality Testing, and Performance Testing products. Therefore, we cannot approve SilkPerformer usage based on the supporting documentation provided. At this time, the product is disapproved. The State will reconsider its usage if sufficient justification is provided in the Follow-up Written Comments as to why SilkPerformer, which only provides performance testing, should be used instead of the Compuware Performance Testing product.
199	Exception Request – Sigma Data System's AMS 5	The State disapproves this product due to its usage of a proprietary database. The product also appears to use client/server architecture, which is not acceptable to the State.
200	Exception Request – HireRight	The State cannot approve this product since it is proposed as a hosted solution. Therefore, at this time, the product is disapproved. We will reconsider its usage if supporting documentation that provides for an in-house implementation is submitted in the Follow-up Written Comments.
201	Exception Request – HighJump	Exception Request Approved
202	Exception Request – Microsoft Windows, IIS and SQL Server Enterprise Edition	Exception Request Approved as requested for use with OutlookSoft CPM.

F. In RFP Attachment 6.11, delete the paragraph under section 6.11.6.1 in its entirety and insert the following in its place:

Exception request(s) to use non-State standard product(s) in the proposed solution must be approved in writing by the Department of Finance and Administration, Office for Information Resources. Proposed non-State standard product(s) must be listed in the Proposed Software/Hardware/Communications Table described in 6.11.9 of this attachment and marked as "Approved Exception." Software and hardware products must also meet the minimum requirements.

- G. In RFP Attachment 6.6, Cost Proposal Supplement, the State has deleted note 2.2, on page 2 of “Instructions for Schedules 1 through 5,” and inserted the following in its place: (NOTE: the vendor does not make this change; the State has already amended the Excel Spreadsheet. The vendor must download the amended spreadsheet from the State’s OIR/PCM website at <http://state.tn.us/finance/oir/pcm/rfps.html>. Be sure you are using the spreadsheet version dated 12/02/05 and discard any previous versions.)

2.2 Schedule 2 HR / Payroll Implementation Cost

The cost for the implementation services should be estimated on the basis of the resource loading in the project plan. The information on the line in Schedule 2 titled, “Total Human Resources and Payroll Modification Cost (Schedule 4 Ref A)” must tie to the line item with the same name in Schedule 4. Note that a schedule identical in layout to Schedule 2 is presented in RFP Attachment 6.4, Technical Proposal Supplement, but it contains hours, not cost. These two schedules must reconcile to each other. If rows are added to one, the same rows must be added to the other.

- H. In RFP Attachment 6.6, Cost Proposal Supplement, the State has deleted note 2.3, on page 2 of “Instructions for Schedules 1 through 5,” and inserted the following in its place: (NOTE: the vendor does not make this change; the State has already amended the Excel Spreadsheet. The vendor must download the amended spreadsheet from the State’s OIR/PCM website at <http://state.tn.us/finance/oir/pcm/rfps.html>. Be sure you are using the spreadsheet version dated 12/02/05 and discard any previous versions.)

2.3 Schedule 3: Financial, Procurement and Logistics Implementation Cost

The cost for the implementation services should be estimated on the basis of the resource loading in the project plan. The information on the line in Schedule 3 titled, “Total Financial, Procurement and Logistics Modification Cost (Schedule 4 Ref B)” must tie to the line item with the same name in Schedule 4. Note that a schedule identical in layout to Schedule 3 is presented in RFP Attachment 6.4, Technical Proposal Supplement, but it contains hours, not cost. These two schedules must reconcile to each other. If rows are added to one, the same rows must be added to the other.

- I. In RFP Attachment 6.6, Cost Proposal Supplement, the State has deleted note 2.4, on page 2 of “Instructions for Schedules 1 through 5,” and inserted the following in its place: (NOTE: the vendor does not make this change; the State has already amended the Excel Spreadsheet. The vendor must download the amended spreadsheet from the State’s OIR/PCM website at <http://state.tn.us/finance/oir/pcm/rfps.html>. Be sure you are using the spreadsheet version dated 12/02/05 and discard any previous versions.)

2.4 Schedule 4: Modifications

The Proposer should identify each software modification, the requirement associated with the modification, and the cost of the modification. Also, any queries that Proposer estimates will require more than 8 hours of time to complete should be included on this schedule. Each requirement response in RFP Attachment 6.8, ERP Functional Requirements, identified with an “M” for modification or “Q” for custom query (if query is more than 8 hours) must be listed in this section. As stated in Contract Section A, the State will be responsible for any custom queries that are estimated to require less than 8 hours.

- J. In RFP Attachment 6.6, Cost Proposal Supplement, the State has deleted Line #306, Staffing Category Column, in Schedule 2 and inserted the following in its place: (NOTE: the vendor does not make this change; the State has already amended the Excel Spreadsheet. The vendor must download the amended spreadsheet from the State’s OIR/PCM website at <http://state.tn.us/finance/oir/pcm/rfps.html>. Be sure you are using the spreadsheet version dated 12/02/05 and discard any previous versions.)

Total Human Resources and Payroll Modification Cost (Schedule 4, Ref A)

- K. In RFP Attachment 6.6, Cost Proposal Supplement, the State has deleted Line #306, Staffing Category Column, in Schedule 3 and inserted the following in its place: (NOTE: the vendor does not make this change; the State has already amended the Excel Spreadsheet. The vendor must

download the amended spreadsheet from the State's OIR/PCM website at <http://state.tn.us/finance/oir/pcm/rfps.html>. Be sure you are using the spreadsheet version dated 12/02/05 and discard any previous versions.)

Total Financial, Procurement and Logistics Modification Cost (Schedule 4, Ref B)

- L. In RFP Attachment 6.6, Cost Proposal Supplement, the State has deleted the first paragraph under "Cost Section 1: General Instructions" on page 1 of "Cost Instructions", and inserted the following in its place: (NOTE: the vendor does not make this change; the State has already amended the Excel Spreadsheet. The vendor must download the amended spreadsheet from the State's OIR/PCM website at <http://state.tn.us/finance/oir/pcm/rfps.html>. Be sure you are using the spreadsheet version dated 12/02/05 and discard any previous versions.)

"Proposals that provide ERP software licensing costs as an unlimited enterprise site license will best meet the requirements of this RFP. If an unlimited enterprise site license is not proposed, then the Proposal must provide an alternative cost assuming 7,600 Core System Users, 5,660 Approvers (time, travel, training), 60,000 Time Entry/Employee Self Service, 205,000 Vendor Self-Service, and 280,000 Insurance Claimant Self-Service."

- M. In RFP Attachment 6.9, ERP General System Requirements, the State has modified the "Reference Number" column on the "Requirements" tab to be in sequential order. This only affects requirements reference numbers; no requirements were added or modified to this attachment. (NOTE: the vendor does not make this change; the State has already amended the Excel Spreadsheet. The vendor must download the amended spreadsheet from the State's OIR/PCM website at <http://state.tn.us/finance/oir/pcm/rfps.html>. Be sure you are using the spreadsheet version dated 12/02/05 and discard any previous versions.)
- N. In RFP Attachment 6.8, ERP Functional Requirements, the State has made the following modifications: (1) modified the Data Validation settings on the "Vendor Response" column in all requirements worksheets to allow entry of the correct responses. This affects both the "Human Resources/Payroll Requirements" spreadsheet and the "Financial Management, Procurement and Logistics Requirements" spreadsheet. This modification only affects the entry of vendor responses; (2) added the two items shown below, AP 213.00 and AP 214.00, to the Accounts Payable requirements ("AP-Req" tab in the "Financial Management, Procurement and Logistics Requirements" spreadsheet). (NOTE: the vendor does not make these changes; the State has already amended the Excel Spreadsheets. The vendor must download the amended spreadsheets from the State's OIR/PCM website at <http://state.tn.us/finance/oir/pcm/rfps.html>. Be sure you are using the spreadsheet version dated 12/02/05 and discard any previous versions.)

AP 213.00	System should support the ability to electronically notify vendors of payment data availability through vendor self service.
AP 214.00	System should support the ability for a vendor to update W-9 and direct deposit information via self service using Web access.

- O. In the RFP, delete section 5.2.3.2 in its entirety and insert the following in its place:

5.2.3.2 **Agenda.** The agenda for the five day Software Demonstration will be provided three weeks prior to the vendor's scheduled demonstration date. The demonstration must be executed in accordance with the agenda. The time frames specified should be followed as closely as possible. This is required in order to provide equal demonstration time and ensure a fair evaluation process across vendors.

- P. In the RFP, delete section 5.2.3.5 in its entirety and insert the following in its place:

5.2.3.5 **Demonstration Script.** Three weeks prior to the vendor's scheduled demonstration date, the State will provide the vendor with a demonstration script. The release dates of the scripts to

the vendors will be staggered so that each vendor has the same amount of time to prepare. This script will specify the requirements and processes that the State expects to be presented in each session. The vendor's evaluation score will be based on the demonstrated ability of the product to address the script's requirements.

- Q. In RFP Attachment 6.11, replace 6.11.3.1.1 Unix Environment Mandatory Components, Database Server Mandatory Components, Item 3 with the following:**
3. Software: Data Architecture/Data Storage/Database Management System – **Oracle 9i or higher**
- R. In RFP Attachment 6.11, replace 6.11.3.1.3 Linux on zSeries Environment Mandatory Components, Database Server Mandatory Components, Item 3 with the following:**
3. Software: Data Architecture/Data Storage/Database Management System – **Oracle 9i or higher**
- S. In RFP Attachment 6.11, replace 6.11.9 Proposed Software/Hardware/Communications Table, Data Architecture with the table shown in Attachment 3. In this amendment, the only change to the table is to the Database Management System, to allow “Oracle 9i or higher . . .”**
- T. Add the “State of Tennessee, Department of Finance and Administration Automated Clearing House (ACH) Credits” form as Contract Attachment G to RFP Attachment 6.1, Pro Forma Integrator Contract. The form is included as Attachment 4 to this amendment.**
- U. In RFP Attachment 6.15, Glossary of Terms and Acronyms, add the following definition:**

Configuration	Process of tailoring the software or setting parameters to meet the needs of the State. Configuration does not include writing code, utilizing user exits, altering programs, or developing reports or queries.
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- V. Delete RFP Section 5.2.3.7 in its entirety and insert the following in its place:**

5.2.3.7 Equipment. The State will provide the following equipment:

- Laptop computer connected to a high-speed Internet connection
- Projection screen
- Flipchart with flipchart paper and pens

Proposer will provide its own video projection equipment. The Proposer may use its own computer to connect to a video projector to present a PowerPoint or demonstrate its software.

In the event that the Proposer requires an Internet connection for the software demonstration, the State prefers that the Proposer use a State-provided laptop. However, if the Proposer must use its own laptop for the Internet connection, the following is required for the Proposer's laptop to be connected to the State network:

The laptop must contain only the software necessary to conduct the demonstration. Examples of software that must not be loaded on the laptop include broadcasting/streaming software, peer to peer/copy circumvention software, email, or instant messaging. Once the State inspects the laptop and approves it for connection to the State network (see the following paragraph), the Proposer must sign a form stating that no additional software will be installed on the laptop before or during the demonstration period without the State's permission. Proposer may be required to demonstrate multiple modules of the solution at the same time. A sufficient number of laptops to cover two (2) simultaneous demonstrations must be inspected and approved.

Regardless of whether the Proposer chooses to use State- or Vendor-provided laptop(s) for the demonstration, the Proposer must meet with the State at 1:00 pm on the day before the

start date of the Proposer's demonstration, at the State's demonstration site, to test the equipment in the room.

Note that there will not be a printer available for the demonstration. If part of the demonstration process is to demonstrate a report, the vendor may generate the report for on-screen viewing.

ATTACHMENT 1

	Logged-in	Active Connections		
		Light	Medium	Heavy
Regular Users – These refer to regular users of the system (i.e. Persons whose job descriptions require them to use these modules regularly (HR, Finance, Order Processing etc). It is usually easy to determine potential usage patterns for these users.	Total	2 tx/hr	6 tx/hr	12 tx/hr
– ERP (Financials)				
– Fleet				
– HCM (HR department users)				
– Budgeting				
Self-Service Users – (HR, e(modules) etc) Specify the peak number of transactions for each (i.e. 1000 HR Open enrollments per hour). Estimating concurrent Light/Medium/Heavy user counts has been proven to be difficult for most customers. Specifying a throughput service level is usually easier.				
	Transactions per Hour			
– Financials				
– HR ePay				
– HR Open Enrollment				
– Other Self-Service/Web Modules				

ATTACHMENT 2

Component Area	Standard	Requested Exception
<i>Database Server Mandatory Components</i>	<i>Oracle 10G</i> <i>or</i> <i>DB2 Universal Database for z/OS 7.1 or higher</i>	<i>Oracle 9i (9.2)</i> <i>This would be consistent with the current State of Tennessee Standard Products List dated Oct. 31, 2005</i>
<i>Web Server Mandatory Components</i>	<i>Oracle Apache</i> <i>or</i> <i>IBM HTTP Server</i>	<i>SAP Web Application Server</i>
<i>Application Development Language Mandatory Components</i>	<i>Java 1.4.2</i>	<i>SAP ABAP</i>
<i>Software: Collaboration Architecture/ Document Management Lifecycle Management/ Workflow</i>	<i>eProcess Services</i> <i>and</i> <i>Business Process Manager</i>	<i>SAP Workflow</i>

ATTACHMENT 3

Architecture Sub-Category	Product Category	Proposed Product	Mandatory	Not Applicable	State Standard	Request Exception	Containing Diagram Number(s)
Data Architecture							
Data Access	Database Middleware						
Data Management	Data Backup/Recovery						
	Data Movement						
	Data Quality						
	Data Translator						
	Extract, Transform, and Load						
	Repository						
Database Storage	Database Change Management						
	Database Management System (Indicate Selection)	Oracle 9i or higher OR DB2 Universal Database for z/OS 7.1 or higher	X				
	Database Monitoring						
Database Structure	Data Modeling/Database Design						

ATTACHMENT 4

ACH credits form follows this page.



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)

NAME _____

Federal Identification Number or Social Security Number _____
(under which you are doing business with the State.)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) *(select type of account)* _____ CHECKING or _____ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

Do you currently receive payments from the State through ACH? _____ (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State? _____ (Yes or No). If yes, please specify the account that should be changed: ABA No. _____ Account No. _____.

Is this authorization only for certain types of payments? _____ (Yes or No). If yes, please indicate types:

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: _____ Phone No. _____

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT / ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____

(Please print names of authorized account signatory)

DATE _____ SIGNED X _____ SIGNED X _____

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN
PAYMENTS ARE PROCESSED:

Contact name: _____
Telephone no.: _____

FOR STATE USE ONLY:

Contact Agency: _____

Contact Person: _____

Telephone No.: _____